

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	\$574,173.86	-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	\$574,173.86	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes ☒ No ☒

Budget Account No:

Fund 3500 Dept 361 Unit 1332 Object 6551

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund

FDOT Lap Agreement

ARRA - Military Trail/Clint Moore Rd to Lake Worth Rd

Project Agreement

Basic Services

\$574,173.86

C. Departmental Fiscal Review: Whillite

III. REVIEW COMMENTS

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

OFMB 5/25/10
5/24/10
5/27/10

Contract Dev. and Control 5/27/10
5/27/10

B. Approved as to Form and Legal Sufficiency:

Paul F. & 5/28/10
Assistant County Attorney

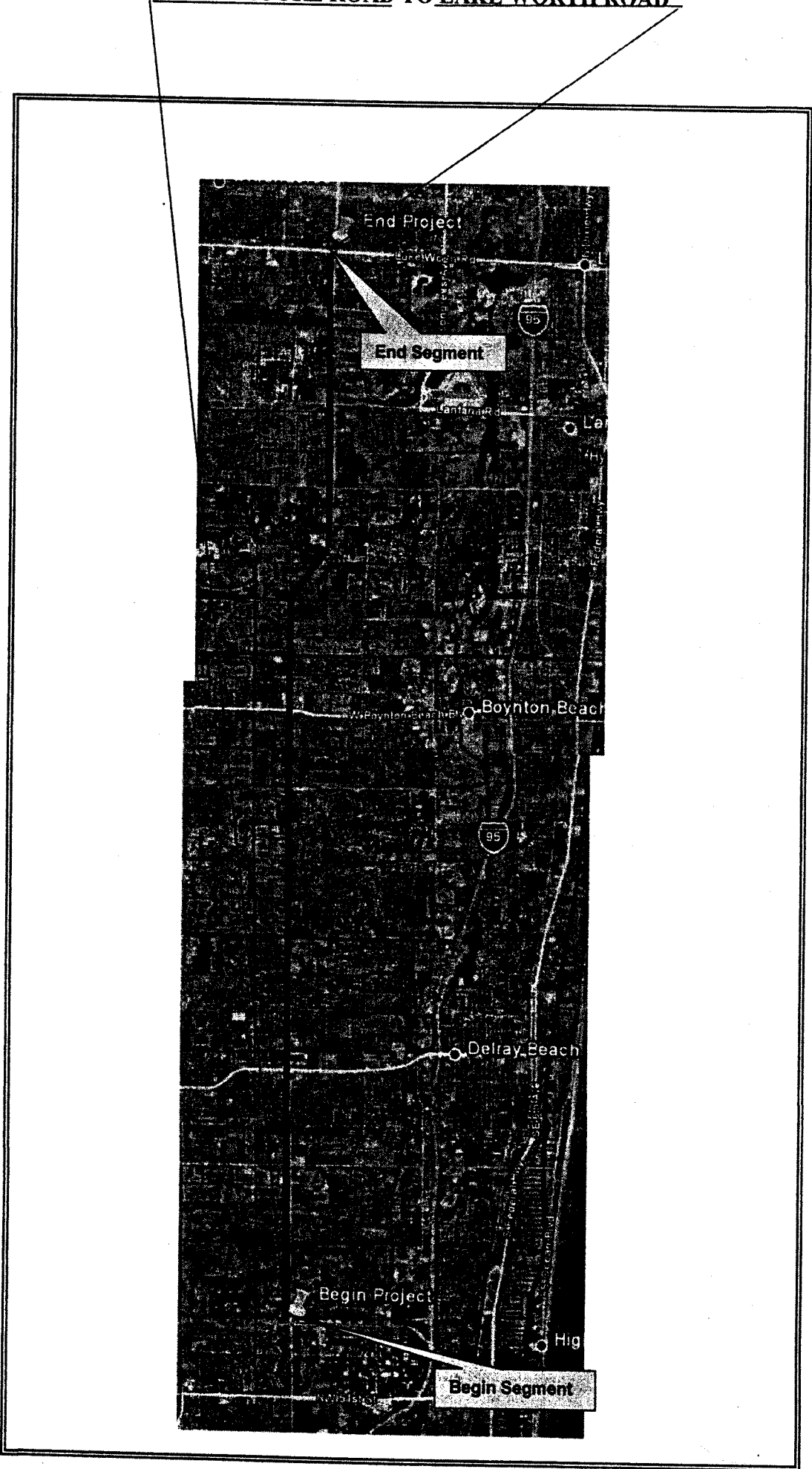
This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

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

ROADWAY SEGMENT LOCATION
MILITARY TRAIL
CLINT MOORE ROAD TO LAKE WORTH ROAD



LOCATION MAP

ATTACHMENT 2

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

This is an Agreement made as of _____, 2010 between **Palm Beach County, Florida (COUNTY)** and **Metric Engineering, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at 13940 S.W. 136 Street, Miami, Florida 33186, and having Federal Tax I.D. #59-1685550. The COUNTY intends to construct and improve the roadway on **Military Trail from Clint Moore Road to Lake Worth Road Resurfacing (CEI), Project No. 2009600** (hereinafter called the **PROJECT**).

The COUNTY and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of Construction, Engineering & Inspection 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 Construction, Engineering & Inspection services in connection with the **PROJECT** as hereinafter stated which shall include normal 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.

SECTION 3 - COUNTY'S RESPONSIBILITY

The **COUNTY** shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**.

- 3.1. Designate in writing a person to act as the **COUNTY'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the **COUNTY** policies and decisions with respect to the **CONSULTANT'S** services for the **PROJECT**.
- 3.2. Provide all criteria and full information as to the **COUNTY'S** requirements for the **PROJECT**, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which the **COUNTY** will require to be included in the drawings and specifications.
- 3.3. Assist the **CONSULTANT** by placing at the **CONSULTANT'S** disposal all available information pertinent to the **PROJECT** including previous reports and any other data relative to design or construction of the **PROJECT**.
- 3.4. Furnish to the **CONSULTANT** the items listed in Exhibit "A".
- 3.5. Arrange for access to and make all provisions for the **CONSULTANT** to enter upon public and private property as reasonably required for the **CONSULTANT** to perform services under this Agreement.
- 3.6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as the **COUNTY** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the **CONSULTANT**.
- 3.7. Furnish approvals and permits from all governmental authorities having jurisdiction over the **PROJECT** and such approvals and consents from others as may be necessary for completion of the **PROJECT**.
- 3.8. Providing such legal, accounting, independent cost estimating and insurance counseling services as may be required for the **PROJECT**, and such auditing service as **COUNTY** may require to ascertain how or for what purpose any contractor has used the monies paid to him.
- 3.9. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.10. Give prompt written notice to the **CONSULTANT** whenever the **COUNTY** observes or otherwise becomes aware of any development that affects the scope or timing of the **CONSULTANT'S** services, or any defect or non-conformance in the work of any contractor.
- 3.11. Furnish, or direct the **CONSULTANT** to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.12. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

4.1. The COUNTY will issue a written "NOTICE TO PROCEED" to the CONSULTANT within sixty (60) days of contract execution by the COUNTY. The CONSULTANT will immediately commence work on the PROJECT and all schedule dates shall be determined from the date of the "NOTICE TO PROCEED". Final completion of all work under this Agreement shall be in accordance with the schedule, or as otherwise approved in writing by the COUNTY.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services and Expenses of the CONSULTANT.

5.1.1. Basic Services: The COUNTY will pay the CONSULTANT the lump sum of \$574,173.86 for completion of the Basic Services set forth in Exhibits "A" and "B".

5.1.2. Additional Services: To the extent that additional services under Section 2 hereof are specifically authorized in writing by the COUNTY'S representative, the COUNTY will pay for such additional services in accordance with the following:

5.1.2.1. Actual Salary costs times a factor of 2.6443 for services rendered by principals and employees assigned to the PROJECT plus all reimbursable expenses.

5.1.2.2. For services rendered by the CONSULTANT'S principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with Paragraph 2.1.8. at the rate of \$800.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in Paragraph 5.1.2.1).

5.1.3. Reimbursable Expenses: The COUNTY will pay the CONSULTANT the actual costs of all reimbursable expenses incurred in the provision of these services when authorized in writing by the COUNTY. These expenses will not exceed \$0.00 without additional authorization from the COUNTY.

5.1.4. Optional Services: The COUNTY will pay the CONSULTANT for completion of the Optional Services set forth in Exhibits "A" and "B" when the provision of each service is specifically authorized in writing by the COUNTY. These expenses will not exceed \$0.00 without additional authorization from the COUNTY.

5.1.5. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in Paragraph 5.4.

5.1.6. Additional services and reimbursable expenses authorizations shall be issued in accordance with Board policy per Resolution Number R-89-633 adopted April 4, 1989.

5.2. Payments

5.2.1. Progress payments to the CONSULTANT shall be due and payable monthly in proportion to the percentage of engineering services approved and accepted by the COUNTY based on said lump sum fee until 90% of the project is completed. There will be no additional payments for Basic Services until all services are completed and accepted by the COUNTY (including permits).

5.2.2. Final payment shall be due and payable to the CONSULTANT upon satisfactory completion of the services described in this Agreement and approval and acceptance of the plans by the COUNTY.

5.2.3 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.

5.3. **Other Provisions Concerning Payments**

5.3.1. If this Agreement is terminated prior to its completion other than due to default on the part of the CONSULTANT, the CONSULTANT shall be paid for Basic Services called for under Section 1 an amount equal to the percentage complete at the time of termination, times the lump sum fee stated in Section 5. Further, the CONSULTANT shall be paid for the completed portion of additional services authorized under Section 2, in accordance with Paragraph 5.1.2.

5.3.2. Records of the CONSULTANT'S Salary Costs pertinent to the CONSULTANT'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the COUNTY on request prior to final payment for the CONSULTANT'S services.

5.4. **Definitions**

5.4.1. The Salary Costs used as a basis for payment shall mean the actual salaries and wages paid to principals and employees engaged on the PROJECT. Time spent on this PROJECT by stenographers, typists and clerk skills shall not be charged to the PROJECT nor shall any fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workman's compensation, etc., be included in the Salary Costs.

5.4.2. Reimbursable Expenses shall mean the actual expenses of soils testing, printing and similar PROJECT related items when authorized by the COUNTY.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Opinions of Cost**

Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the CONSULTANT'S opinions of probable construction cost provided for herein are to be made on the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the CONSULTANT cannot and does not guarantee that proposals, bids or actual construction costs will not vary from opinions of probable cost prepared by the CONSULTANT. If prior to the Bidding or Negotiating Phase, the COUNTY wishes greater assurance as to construction costs, the COUNTY shall employ an independent cost estimator.

SECTION 7 - GENERAL CONSIDERATION

7.1. **Termination**

This Agreement may be canceled by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY if, through no fault of the CONSULTANT, the COUNTY fails to cure any material default by the COUNTY in its performance of the terms of this Agreement. This Agreement may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of cancellation or termination. In the event of cancellation by the CONSULTANT or termination by the COUNTY, CONSULTANT agrees to waive and make no claim for lost profits or other consequential damages. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

7.2. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

7.2.1. Upon completion and acceptance of the final work, the CONSULTANT shall furnish to the COUNTY the original drawings, field notes and all documents and materials prepared by and for the COUNTY under this Agreement. The CONSULTANT may keep a reproducible set of the original drawings and shall keep all other data collected during the provision of the services. The COUNTY may, at its expense, obtain copies of any data which the CONSULTANT has accumulated in the process of providing the services on this project tasks. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT.

7.2.2. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Agreement at the COUNTY'S expense shall be, and remain, the COUNTY'S property, and may be reproduced and reused at the discretion of the COUNTY.

7.2.3. The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

7.2.4. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

7.2.5. Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

7.3 Reuse of Documents

Notwithstanding any breach of this Agreement by either party nor the status of payment to the CONSULTANT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of the CONSULTANT'S services, or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Agreement, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

7.4. **Insurance**

CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

7.4.1 **Commercial General Liability**

CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

7.4.2. **Business Automobile Liability**

CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

7.4.3. **Worker's Compensation Insurance & Employers Liability**

CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

7.4.4. **Professional Liability**

CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than **\$1,000,000** Each Claim. When a self-insured retention (SIR) or deductible exceeds **\$40,000**, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

7.4.5. **Additional Insured**

CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents."** CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

7.4.6. **Waiver of Subrogation**

CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

7.4.7. **Certificate(s) of Insurance**

Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Department of Engineering & Public Works
2300 N. Jog Road, 3rd Floor
West Palm Beach, FL 33411-2745

7.4.8. **Umbrella or Excess Liability**

If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.4.9. **Right to Review**

COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.5. **Indemnification**

CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

7.6. **Controlling Law and Venue**

This Agreement is to be governed by the laws of the State of Florida. The parties agree that venue for any action which in any way arises out of this Agreement shall only be in a state court of competent jurisdiction located in Palm Beach County, Florida.

7.7. Successors and Assigns

7.7.1. The **COUNTY** and the **CONSULTANT** each binds itself and the partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the **COUNTY** nor the **CONSULTANT** shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent or the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the **COUNTY**, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the **COUNTY** and the **CONSULTANT**.

7.7.2. Neither the **COUNTY** nor the **CONSULTANT** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the **CONSULTANT** from employing such independent professional associates and consultants as the **CONSULTANT** may deem appropriate to assist in the performance of services hereunder.

7.7.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the **COUNTY** and the **CONSULTANT**, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the **COUNTY** and the **CONSULTANT** and not for the benefit of any other party.

7.8 Subcontracting

This is an ARRA (American Recovery & Reinvestment Act) project. The **COUNTY** reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The **CONSULTANT** is encouraged to seek small business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the **CONSULTANT** shall promptly do so, subject to acceptance of the new subcontractor by the **COUNTY**.

The **CONSULTANT** has committed to 12.89% DBE participation for this Project.

The **CONSULTANT** has provided Exhibit "D" (Participation for SBE Consultants) and Exhibit "E" (Letter's of Intent) attached hereto indicating the specific participation.

The **CONSULTANT** further agrees to provide the SBE Office with a copy of the **CONSULTANT'S** agreement with the SBE subcontractor or any other related documentation upon request.

The **CONSULTANT** shall certify in writing that all subcontractors, subconsultants and suppliers have been paid for work and materials from previous progress payments received, less any retainage, by the **CONSULTANT** prior to receipt of any further progress payments. During the term of the Agreement and upon completion of the Agreement, the **COUNTY** may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, subconsultant, or supplier and the

COUNTY or any liability on the COUNTY for the CONSULTANT'S failure to make timely payment to the subcontractor, subconsultant or supplier.

7.9. **Personnel**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement.

Such personnel shall not be employees of or have any contractual relationship with the COUNTY. All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by competent personnel in accordance with all applicable national, federal, state, and local professional and technical standards.

7.10. **Availability of Funds**

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.11. **Conflict of Interest**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT 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 a conflict of interest if entered into by the CONSULTANT.

The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Agreement.

7.12. **Independent Contractor Relationship**

The CONSULTANT and subconsultants are, and shall be, in the performance of all work services and activities under this Agreement, Independent Contractors, and not employees, agents, or servants of the COUNTY. The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONSULTANT shall be responsible to the COUNTY for all the work or services performed by the CONSULTANT or any person or firm engaged as a subcontractor to perform work in fulfillment of this Agreement.

7.13. **Access and Audits**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7.14 **Severability**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

7.15 **Entirety of Contractual Agreement**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

During the term of this Contract, the COUNTY may require professional services that are the same or similar to those described in this agreement. The COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If the COUNTY so elects, it is mutually understood that the relationship between the CONSULTANT and the COUNTY under this Contract shall be considered as neither barring the CONSULTANT from, nor granting special consideration to the CONSULTANT, in participating in the selection process for a consultant to provide such additional services.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 Federal & State Tax

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

8.2. The following Exhibits are attached to and made a part of this Agreement.

8.2.1. Exhibit A: Scope of Services

8.2.2. Exhibit B: Fee Summary

8.2.3. Exhibit C: Truth in Negotiation, Prohibition Against Contingent Fees & Public Entity Crimes Statements, Conflict of Interest Disclosure Form, Disclosure of Ownership Interests Form (if applicable).

8.2.4. Exhibit D: Participation for SBE Consultants

8.2.5. Exhibit E: Letters of Intent to Perform as an SBE and/or M/WBE (if applicable).

8.3. This Agreement (consisting of pages 1 to 13, inclusive), together with the Exhibits and Schedules identified above constitute the entire Agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

SECTION 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

SECTION 10 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

SECTION 11 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

SECTION 12 - NONDISCRIMINATION

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, sexual orientation, and gender identity and expression.

SECTION 13 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

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

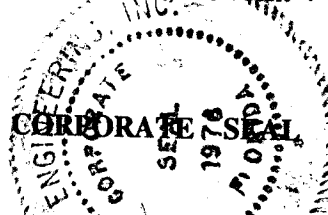
OWNER:
Palm Beach County, Florida
BY ITS BOARD OF COMMISSIONERS:

CONSULTANT:
Metric Engineering, Inc.

BY: _____
Burt Aaronson, Chair

BY: Carlos Buñart
Carlos Buñart, President

SEAL



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

ATTEST WITNESS:
BY: Forella Gutierrez
(Print Name)

BY: _____
(Deputy Clerk)

Forella Gutierrez
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: KATRINA KERR
(Print Name)

BY: Ornelis A. Fumaz

KATRINA KERR
(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

F:\ROADWAY\CCNA\2009\2009600\Project\Standard Roadway Agreement.doc

EXHIBIT “A”

MIAMI - WEST PALM BEACH - ORLANDO - DELAND - TAMPA - JACKSONVILLE - CHIPLEY - PANAMA CITY



April 22, 2010

L. Morton Rose, P.E.
5 Year Road Program Manager
Palm Beach County Engineering Department
2300 N. Jog Road, 3rd Floor
West Palm Beach, FL 33411

*OK to process.
L. Morton Rose
4/26/10*

Re: ARRA (American Recovery & Reinvestment Act) Project
Military Trail Milling, Resurfacing and Safety Improvements from Clint Moore Road to Lake Worth Road
Palm Beach County Project Number: 2009600

Dear Mr. Rose:

Enclosed please find the Scope of Services and Fee Proposal calculations, including a breakout of proposed staff hours.

Please let us know if you would like further revisions to be made. We look forward to executing the contract and starting the work before us.

Very respectfully yours,

Felix Rodriguez
S. Florida CEI Operations Manager

Cc: Sergio Gonzalez, Antonio Piedra



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

#BK

EXHIBIT "A"

CONSTRUCTION ENGINEERING AND INSPECTION (CEI)

SCOPE OF SERVICES

FOR

**ARRA (American Recovery & Reinvestment Act) Project
Military Trail Milling, Resurfacing and Safety Improvements
Clint Moore Road to Lake Worth Road
Palm Beach County Project No. 2009600**

Palm Beach County Project No. 2009600

TABLE OF CONTENTS

1.0 PURPOSE.....	A-4
2.0 SCOPE.....	A-4
3.0 LENGTH OF	A-4
4.0 DEFINITIONS.....	A-5
5.0 ITEMS FURNISHED BY PALM BEACH COUNTY TO CONSULTANT.....	A-6
6.0 ITEMS FURNISHED BY THE CONSULTANT.....	A-6
6.1 PALM BEACH COUNTY DOCUMENTS.....	A-6
6.2 OFFICE AUTOMATION.....	A-6
6.3 FIELD OFFICE.....	A-8
6.4 VEHICLES	A-8
6.5 FIELD EQUIPMENT	A-8
6.6 LICENSING FOR EQUIPMENT OPERATIONS.....	A-8
7.0 LIAISON.....	A-9
8.0 PERFORMANCE OF THE CONSULTANT.....	A-9
9.0 REQUIREMENTS.....	A-9
9.1 GENERAL.....	A-9
9.2 SURVEY CONTROL.....	A-10
9.3 ON-SITE INSPECTION.....	A-10
9.4 SAMPLING AND TESTING.....	A-11
9.5 ENGINEERING SERVICES.....	A-11
9.9 UTILITY COORDINATION.....	A-16
10.0 PERSONNEL.....	A-15
10.1 GENERAL REQUIREMENTS.....	A-15
10.2 PERSONNEL QUALIFICATIONS.....	A-15
10.3 STAFFING.....	A-20

Palm Beach County Project No. 2009600

11.0 QUALITY ASSURANCE PROGRAM..... A-20

 11.1 QUALITY REVIEWS..... A-20

 11.2 QA PLAN..... A-21

 11.3 QUALITY RECORDS..... A-22

12.0 CERTIFICATION OF FINAL ESTIMATES..... A-22

 12.1 FINAL ESTIMATE AND AS-BUILT PLANS SUBMITTAL..... A-22

 12.2 CERTIFICATION..... A-23

 12.2 OFFER OF FINAL PAYMENT..... A-23

13.0 AGREEMENT MANAGEMENT..... A-23

 13.1 GENERAL..... A-23

 13.2 INVOICING INSTRUCTIONS..... A-24

14.0 SUBCONSULTANT SERVICES..... A-24

15.0 OTHER SERVICES..... A-24

16.0 POST CONSTRUCTION CLAIMS REVIEW..... A-25

17.0 CONTRADICTIONS..... A-25

18.0 THIRD PARTY BENEFICIARY..... A-25

19.0 PALM BEACH COUNTY AUTHORITY..... A-25

Palm Beach County Project No. 2009600

PROFESSIONAL SERVICES AGREEMENT
SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION (CEI)

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below.

2.0 SCOPE:

Metric Engineering, Inc. (Consultant) shall be responsible for providing services as defined in this Scope of Services, the referenced Palm Beach County (County) County manuals and procedures.

The project for which the services are required is:

Project Number:	2009600
Descriptions:	ARRA (American Recovery & Reinvestment Act) Project - Military Trail Milling, Resurfacing and Safety Improvements from Clint Moore Road to Lake Worth Road
County:	Palm Beach

The Consultant shall exercise their independent professional judgment in performing their obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Florida Department of Transportation's (FDOT) Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer and Project Administrator, shall be identical to the County's commensurate positions and shall be interpreted as such.

Services provided by the Consultant shall comply with County manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County. Such County manuals, procedures, and memorandums shall be made available to the Consultant.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor, either directly or indirectly.

Other projects developing within geographical area of the County may be added at the County's discretion. The Consultant must perform to the satisfaction of the County's representatives for consideration of additional CEI services.

Palm Beach County Project No. 2009600

3.0 LENGTH OF SERVICE:

The Consultant's services for each Construction Contract shall begin upon written notification to proceed by the County.

The Consultant's Senior Project Engineer will track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be ready to assign personnel within two weeks of notification. For the duration of the project, the Consultant shall coordinate closely with the County and the Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

For estimating purposes, the Consultant will be allowed an accumulation of thirty (30) calendar days to perform preliminary administrative services prior to the issuance of the Contractor's notice to proceed on the first project and thirty (30) calendar days to demobilize after final acceptance of the last Contract.

4.0 DEFINITIONS:

- A. Construction Project Manager: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.
- B. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.
- C. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.
- D. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.
- E. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.
- F. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.
- G. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.

Palm Beach County Project No. 2009600

- H. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.
- I. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.
- J. Construction Training/Qualification Program (CTQP): The Florida Department of Transportation program for training and qualifying technicians in Aggregates, Concrete, Earthwork, and Asphalt. The University of Florida Transportation Research Center (TRC) administers this program. Program information is available at CTQP website.

5.0 ITEMS TO BE FURNISHED BY PALM BEACH COUNTY TO CONSULTANT:

- A. The County, on as needed basis, will furnish the following Construction Contract documents for the Project. These documents may be provided in either paper or electronic format.
 - 1. Construction Plans,
 - 2. Special Provisions,
 - 3. Copy of the Executed Construction Contract, and
 - 4. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Palm Beach County Documents:

All applicable County documents referenced herein shall be a condition of this Agreement. All County documents, directives, procedures, and standard forms will be made available to the Consultant.

6.2 Office Automation:

The Consultant shall provide and have available for their use a computer, modem, printer, and software.

The Consultant will furnish computer services/software needed for project scheduling, documentation, and control (Primavera/Suretrak, Claim Digger, etc.).

All computer coding shall be input by Consultant personnel using equipment furnished by them.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment

Palm Beach County Project No. 2009600

during performance of this Agreement. Field office equipment should be maintained and operational at all times.

6.3 Field Office:

The Consultant shall provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services.

Routine expenses for operation of the office, such as stamps, postage costs, custodial fees, telephone service, etc., will be the responsibility of the Consultant.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.5 Field Equipment:

The Consultant shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

The Consultant's handling of nuclear density gauges shall be in compliance with their license.

The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.6 Licensing for Equipment Operations:

The Consultant will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The Consultant shall make the license and supporting documents available to the County for verification, upon request.

Palm Beach County Project No. 2009600

7.0 LIAISON:

The Consultant shall keep the Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and seek input from the Construction Project Manager in order for the Construction Project Manager to oversee the Consultant's performance.

Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, User ID Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the Construction Project Manager.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all supplements thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The Consultant shall cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated, the Consultant shall implement remedial action immediately upon the approval of the Construction Project Manager. County recommendations and Consultant responses/actions are to be properly documented by the Senior Project Engineer. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

- A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.
- B. Replace personnel whose performance has been determined by the County to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
- C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.
- D. Increase the scope and frequency of training of the Consultant personnel.

9.0 REQUIREMENTS:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Palm Beach County Project No. 2009600

The Consultant shall observe the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

The Consultant is designated to negotiate Supplemental Agreements within the thresholds established in the FDOT CPAM. However, the Consultant must seek input from the Construction Project Manager. All such Supplemental Agreements must be determined to be in accordance with Florida law by the County prior to approval by the Consultant. For any Supplemental Agreement that exceeds the aforementioned thresholds, the Consultant shall prepare the Supplemental Agreement as a recommendation to the County, which the County may accept, modify or reject upon review. The Consultant shall consult with the Construction Project Manager, as it deems necessary, and shall direct all issues which exceed its delegated authority to the Construction Project Manager for action by or direction from the County.

The Consultant shall advise the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the Consultant shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

9.2 Survey Control:

The Consultant shall check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record such measurements as are necessary to calculate and document quantities for pay items, and (2) perform incidental engineering surveys. The Construction Project Manager and the Senior Project Engineer will establish the specific survey requirements for each project prior to construction.

Any questions or requests for "Waiver of Survey" should be directed to the Construction Project Manager.

9.3 On-site Inspection:

The Consultant shall monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. The County will monitor all off-site activities and fabrication. The Consultant shall keep detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Palm Beach County Project No. 2009600

9.4 Engineering Services:

The Consultant shall coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract, maintaining complete, accurate records of all activities and events relating to the project, and properly documenting all significant project changes. The Consultant shall perform the following services:

- (1) Schedule and attend a pre- construction meeting for the project in accordance with the County's procedure. The Consultant shall provide appropriate staff to attend and participate in the pre-construction meeting.

The Consultant shall record a complete and concise record of the proceedings of the pre-construction meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days.

- (2) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Storm water, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm water Discharges from Construction Sites" and guidelines developed by County.
- (3) Analyze problems that arise on a project and proposals submitted by the Contractor, work to resolve such issues, and process the necessary paperwork.
- (4) Monitor, inspect and document utility construction for conformance with Utility Agency's Water and Sewer Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, the County's staff and contractors in execution of the work. Identify potential utility conflicts and assist in the resolution of utility issues.
- (5) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

Palm Beach County Project No. 2009600

- (6) Prepare and make presentations before the Dispute Review Boards in connection with the project covered by this Agreement.
- (7) Monitor each Contractor and subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with County procedures.
- (8) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.
- (9) Provide Public Information services as required to manage inquiries from the public, public officials, and the news media. Prepare newsletters for distribution to adjacent property owners. The County Project Manager and Construction Coordination Director shall approve all notices, brochures, responses to news media, etc., prior to release.
- (10) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the County.
- (11) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.
- (12) The Consultant shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. These photographs will be filed and maintained on the Consultant's computer using an approved digital photo management system. Copies of photographs will be electronically transferred to the Construction Project Manager at an interval determined by the Senior Project Engineer and the Construction Project Manager. The taking of the photographs shall begin the day prior to the start of construction and continue regularly throughout this project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Palm Beach County Project No. 2009600

- (13) The Consultant shall develop and provide a web page for the project. The web page will, at a minimum, provide updates on progress; announce upcoming activities, especially where those activities may impact vehicular (lane closures and lane shifts) or pedestrian traffic (sidewalk/ADA ramp construction).

9.6 Utility Coordination:

It shall be the responsibility of the Consultant to monitor utility coordination such that it is in reasonable conformance to Plans and County standards, policies, procedures, and design criteria.

10.0 PERSONNEL:

10.1 General Requirements:

The Consultant shall staff the project with the qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement. Method of compensation for personnel assigned to this project is outlined in Exhibit "B."

Unless otherwise previously approved by the County, the County will not compensate straight overtime or premium overtime.

10.2 Personnel Qualifications:

The Consultant shall utilize only competent personnel, qualified by experience, and education. The Consultant shall submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum salary, education, and experience.

The Consultant Action Request form for personnel approval shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County. Staff that has been removed shall be replaced by the Consultant within one week of the County notification.

Palm Beach County Project No. 2009600

Before the project begins, all project staff shall have a working knowledge of the current FDOT CPAM and must possess all the necessary qualifications/certifications for obtaining the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided, all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications will be obtained and other training to familiarize with County procedures, Specifications and Design Standards. The County Engineer or designee will have the final approval authority on such exceptions.

SENIOR PROJECT ENGINEER - A Civil Engineer degree and be registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two(2)years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with County standards. Also must have the following:

Qualification:

ATSSA Advanced MOT

Attend the CTQP Quality Control Manager course and pass the examination.

Certifications: None

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

Palm Beach County Project No. 2009600

PROJECT ADMINISTRATOR -A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, be a registered professional engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) and have a Civil Engineering degree plus five (5) years, or be non-registered with eight (8) years, of general bridge construction experience of which two (2) years for registered project administrators, or four (4) years for non-registered project administrators, must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of twelve (12) months of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel. CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations. MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

Qualifications:

ATSSA Advanced MOT

CTQP Final Estimates Level II

Palm Beach County Project No. 2009600

Other:

Attend CTQP Quality Control Manager Course and pass the examination.

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., CQR/LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the County's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

Qualifications:

CTQP Final Estimates Level II

RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

SENIOR INSPECTOR/SENIOR ENGINEER INTERN - High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type

Palm Beach County Project No. 2009600

CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard. CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder stabilization after erection, false work for temporary girder support, and PT and grouting operations. MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following:

Qualifications:

CTQP Concrete Field Inspector Level I

CTQP Concrete Transportation Construction Inspector (CTCI) Level II (all bridges)

CTQP Asphalt Roadway Level I (If applicable)

CTQP Asphalt Roadway Level II (If applicable)

CTQP Earthwork Construction Inspection Level I

CTQP Earthwork Construction Inspection Level II

CTQP Pile Driving Inspection (If applicable)

CTQP Drilled Shaft Inspection (If applicable – required for inspection of all drilled

shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)

CTQP Grouting Technician Level I (If applicable)

CTQP Post-Tensioning Technician Level I (If applicable)

FDOT Intermediate MOT

CTQP Final Estimates Level I

Certifications: Nuclear Radiation Safety SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable) or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

Palm Beach County Project No. 2009600

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Qualifications:

CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I (If applicable)
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection (If applicable)
CTQP Drilled Shaft Inspection (If applicable— required for inspection of all drilled shafts including miscellaneous structures such as Sign structures, Lighting structures, and Traffic Signal structures)
CTQP Final Estimates Level I

Certifications:

Nuclear Radiation Safety

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain an appropriate staff through the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the appropriate Construction Contract has been paid off.

Palm Beach County Project No. 2009600

Construction engineering and inspection forces will be required of the Consultant at all times while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Reviews:

The Consultant shall conduct semi-annual reviews to make certain his own organization is in compliance with the requirements cited in the Scope of Services. Quality Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.2 QA Plan:

Within thirty (30) days after receiving award of an Agreement, the Consultant shall furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

Palm Beach County Project No. 2009600

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Reviews:

The Consultant QA shall detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Records:

The Consultant will outline the types of records, which will be generated and maintained during the execution of his QA program.

D. Control of Sub-consultants and Vendors:

The Consultant will detail the methods used to control sub-consultants and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with County specifications, plans, standard indexes, and procedures.

11.3 Quality Records:

The Consultant shall maintain adequate records of the quality assurance actions performed by his organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, the Consultant's approved QC Plan and County Procedures.

Palm Beach County Project No. 2009600

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting Contractor's work (one record set with two copies) as follows:

- (a) Within thirty (30) calendar days of final acceptance; or,
- (b) Where all items of work are complete and conditional/partial acceptance is utilized (Lighting, Plant establishment, etc.) for a period exceeding thirty (30) calendar days, the final estimate(s) will be due on the thirtieth (30th) day after conditional/partial acceptance. A memorandum with documentation will be transmitted to the Construction Project Manager at final acceptance detailing any necessary revisions to the pay items covered under the conditional/partial acceptance.

The Consultant shall be responsible for making any revisions to the Certified Final Estimate at no additional cost to the County.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to County procedures.

12.3 Offer of Final Payment:

The Consultant shall prepare the Offer of Final Payment package as outlined by the County. The package shall accompany the Certified Final Estimates Package submitted to the County. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

(1) With each monthly invoice submittal, the Consultant Senior Project Engineer will provide a reviewed and approved Status Report for the Agreement. This report will provide the Consultant Senior Project Engineer's accounting of the additional Agreement calendar days allowed to date, an estimate of the additional Agreement calendar days anticipated to be added to the original Agreement schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per Agreement schedule for the prime Consultant and for each sub-consultant.

(2) When the Consultant identifies a condition that will require an Amendment Request (AR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate the need to the Construction Project Manager for an approval in concept. Once received, the Consultant shall prepare

Palm Beach County Project No. 2009600

and submit the AR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit ARs to allow the County 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.

(3) When the Consultant identifies a condition that will require a Supplemental Amendment Request (SAR) to the Agreement, the Consultant Project Principal or Consultant Senior Project Engineer will communicate this condition/need to the Construction Project Manager and request approval in concept. Once received, the Consultant shall prepare and submit the SAR, and all accompanying documentation to the Construction Project Manager for approval and further processing. The Consultant shall submit SARs to allow the County 12 weeks to process, approve, and execute the SAR. The content and format of the SAR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.

(4) The Consultant Project Principal or Consultant Senior Project Engineer for the project shall be responsible for performing follow-up activities to determine the status of each AR and SAR submitted to the County.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 20th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the County, prior to the due date, the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

All invoices shall be submitted to the County in electronic and hard copy formats in accordance with County procedures. The Construction Project Manager must receive hard copy documentation within three (3) workdays of electronic submittal or the electronic submittal will be rejected. (Saturday, Sunday, and County holidays are not considered workdays).

A Final Invoice will be submitted to the County no later than the 30th day following Final Acceptance of the individual project or as requested by the County.

14.0 SUBCONSULTANT SERVICES

Upon written approval by the Construction Project Manager, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or

Palm Beach County Project No. 2009600

specialized professional services.

15.0 OTHER SERVICES:

Upon written authorization by the County Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

- A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.
- B. Provide qualified engineering witnesses and exhibits for any litigation or hearings in connection with the Agreement.
- C. Provide on- and off-site inspection services in addition to those provided for in this Agreement.

16.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, the Consultant shall, upon execution by the County and the Consultant of an Amendment to this Agreement providing for compensation for such services, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplement to this Agreement.

17.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

18.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

19.0 PALM BEACH COUNTY AUTHORITY

The County shall be the final authority in considering contract modification of the Contractor for time, money or any other consideration except matters agreed to by the Contractor through contract changes negotiated by the Consultant, as authorized in Section 9.1 herein.

EXHIBIT “B”

EXHIBIT “B”

METHOD OF COMPENSATION

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Consultant Name: Metric Engineering, Inc.

Contract No.:

Date: April 14, 2010

Estimator: Antonio Piedra, P.E.

Name of Project: Military Trail from Clint Moore Rd. to Lake Worth Rd.
Project No.: 2009600

STAFF CLASSIFICATION																		ESTIMATE - PROJECT - PHASE, P.C.		
Job Classification	Sr. Proj. Engr. A. Piedra		Proj. Admin. K. Quigley		Cont. Supp. Spec. J. Quigley		Res. Comp. Spec. A. Hernandez		Sr. Rdwy. Insp. L. Mendietta		Rdwy. Insp. G. Luckie		Rdwy. Insp. V. Diaz				Staff Hours	Salary	Average	
Applicable Rate	Rate: \$80.00		Rate: \$42.00		Rate: \$26.00		Rate: \$15.50		Rate: \$31.00		Rate: \$22.00		Rate: \$18.50				By	Cost By	Rate Per	
Work Activity	Hours/ Activity	Cost/ Activity	Hours/ Activity	Cost/ Activity	Hours/ Activity	Cost/ Activity	Hours/ Activity	Cost/ Activity	Hours/ Activity	Cost/ Activity	Hours/ Activity	Cost/ Activity	Hours/ Activity	Cost/ Activity			Activity	Activity	Task	
Task 1 - Pre Construction	33.0	\$1,980	0.0	\$0	0.0	\$0	0.0	\$0	165.0	\$5,115	0.0	\$0	80.0	\$1,480			278	\$8,575	na	
Task 2 - Construction Phase	148.5	\$8,910	0.0	\$0	0.0	\$0	0.0	\$0	1732.5	\$53,707.50	0.0	\$0	1732.5	\$32,051.25			3613.50	\$94,668.75	na	
Task 3 - Post Construction	33.0	\$1,980	0.0	\$0	0.0	\$0	0.0	\$0	80.0	\$2,480	0.0	\$0	40.0	\$740			153	\$5,200	na	
	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0			0	\$0	na	
Total Staff Hours	214.5		0.0		0.0		0.0		1977.5		0.0		1852.5		0		4044.50			
Total Staff Cost		\$12,870.00		\$0.00		\$0.00		\$0.00		\$61,302.50		\$0.00		\$34,271.25		\$0.00		\$108,443.75	\$28.81	
Total % of Work by Classification	5.3%		0.0%		0.0%		0.0%		48.9%		0.0%		45.8%		0.0%		Check =	100.0%		

Survey Field Days for Subconsultant	
3 - Person Crew	0
4 - Person Crew	0

NEGOTIATED FEE
ADJUSTED FEE (INCLUDING 2.6443 MULTIPLIER)

Check = 100.0%
Check = \$108,443.75
\$108,443.75
\$286,757.81

SUBTOTAL ESTIMATED FEE: \$286,757.81
Subconsultant: RS&H \$213,360.67
Pinnacle \$74,055.38
SUBTOTAL ESTIMATED FEE: \$574,173.86
Geotechnical Field and Lab Testing \$0.00
Survey Fee \$0.00
SUBTOTAL ESTIMATED FEE: \$574,173.86
Additional Services (Allowance) \$0.00
Reimbursables (Allowance) \$0.00
GRAND TOTAL ESTIMATED FEE: \$574,173.86

Notes:

1. CEI services estimated for 330-day construction duration.

* 2.6443% multiplier

RS&H CS

IMPROVING YOUR WORLD

1000 Legion Place, Suite 870
Orlando, Florida 32801
Phone: (407) 893-5870
Fax: (407) 648-9171

April 27, 2010

Felix Rodriguez
S. Fla. CEI Operations Manager/Project Administrator
Metric Engineering, Inc.
13940 S.W. 136th St.
Miami, FL 33186

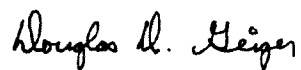
Re: **RS&H CS Scope and Fee Proposal Acceptance**
ARRA (American Recovery & Reinvestment Act) Project
Military Trail Milling, Resurfacing and Safety Improvements
Clint Moore Road to Lake Worth Road
Palm Beach County Project No. 2009600

Dear Mr. Rodriguez,

RS&H CS is pleased to accept the proposed fee, as a subconsultant to Metric Engineering, to perform the Scope of Services for the subject project (see attached Scope of Services and fee).

Sincerely,

Reynolds, Smith and Hills CS, Incorporated



Douglas D. Geiger, PE
President

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Consultant Name: RS&H CM

Contract No.:

Date: April 14, 2010

Estimator: Antonio Piedra, P.E.

Name of Project: Military Trail from Clint Moore Rd. to Lake Worth Rd.
Project No.: 2009600

Job Classification Staff Applicable Rate		STAFF CLASSIFICATION														Staff Hours By		Salary Cost By		Average Rate Per	
		Sr. Proj. Engr. A. Piedra		Proj. Admin. K. Quigley		Cont. Supp. Spec. J. Quigley		Res. Comp. Spec. A. Hernandez		Sr. Rdwy. Insp. L. Mendota		Rdwy. Insp. G. Luckie		Rdwy. Insp. V. Diaz							
		Rate: \$60.00		Rate: \$42.00		Rate: \$28.00		Rate: \$15.50		Rate: \$31.00		Rate: \$22.00		Rate: \$18.50							
Work Activity		Hours/ Activity	Cost/ Activity	Hours/A ctvty	Cost/ Activity	Hours/A ctvty	Cost/ Activity	Hours/ Activity	Cost/ Activity	Hours/ Activity	Cost/ Activity	Hours/ Activity	Cost/ Activity	Hours/ Activity	Cost/ Activity			Activity	Activity	Task	
Task 1 - Pre Construction		0.0	\$0	102.0	\$4,284	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0			102	\$4,284	na	
Task 2 - Construction Phase		0.0	\$0	1742.5	\$73,185	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0			1742.50	\$73,185	na	
Task 3 - Post Construction		0.0	\$0	165.0	\$6,930	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0			165	\$6,930	na	
		0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0			0	\$0	na	
Total Staff Hours		0.0		2009.5		0.0		0.0		0.0		0.0		0.0		0		2009.50			
Total Staff Cost			\$0.00		\$84,399.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$84,399.00	\$42.00	
Total % of Work by Classification		0.0%		100.0%		0.0%		0.0%		0.0%		0.0%		0.0%		0.0%		Check =	100.0%		

Survey Field Days for Subconsultant	
3 - Person Crew	0
4 - Person Crew	0

NEGOTIATED FEE
ADJUSTED FEE (INCLUDING 2.5280 MULTIPLIER)

Check = 100.0%
Check = \$84,399.00
\$84,399.00
\$213,360.67

SUBTOTAL ESTIMATED FEE: \$213,360.67
Subconsultant: \$0.00
SUBTOTAL ESTIMATED FEE: \$213,360.67
Geotechnical Field and Lab Testing \$0.00
Survey Fee \$0.00
SUBTOTAL ESTIMATED FEE: \$213,360.67
Additional Services (Allowance) \$0.00
Reimbursables (Allowance) \$0.00
GRAND TOTAL ESTIMATED FEE: \$213,360.67

Notes:

1. CEI services estimated for 330-day construction duration.

* 2.5280% multiplier



1700 S.W. 57 Avenue, Suite 201, Miami, FL 33155
(305) 345-0696, Fax: (480) 772-4051, www.pinnaclecei.com

April 27, 2010

Mr. Felix Rodriguez
Metric Engineering, Inc.
13940 S.W. 136 Street
Miami, FL 33186

RE: **PROPOSAL**

**ARRA (American Recovery & Reinvestment Act) Project
Military Trail Milling, Resurfacing and Safety Improvements
Clint Moore Road to Lake Worth Road
Palm Beach County Project No. 2009600**

Dear Mr. Rodriguez:

Please accept this letter as our formal proposal to provide services as attached herein for the above referenced project.

Should you have any questions or concerns regarding this matter please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Roland A. Rodriguez", is written over a horizontal line.

Roland A. Rodriguez, P.E.

Cc: (via e-mail): Arturo Perez, Darren Spence

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Military Trail from Clint Moore Rd. to Lake Worth Rd.
Project No.: 2009800

Consultant Name: Pinnacle
Contract No.:
Date: April 14, 2010
Estimator: Antonio Piedra, P.E.

STAFF CLASSIFICATION																	Estimator: Antonio Piedra, P.E.		
Job Classification	Sr. Proj. Engr. A. Piedra		Proj. Admin. K. Quigley		Cont. Supp. Spec. J. Quigley		Res. Comp. Spec. A. Hernandez		Sr. Rdwy. Insp. L. Mendota		Rdwy. Insp. G. Luckie		Rdwy. Insp. V. Diaz		Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task		
Applicable Rate	Rate: \$60.00		Rate: \$42.00		Rate: \$26.00		Rate: \$16.50		Rate: \$31.00		Rate: \$22.00		Rate: \$18.50						
Work Activity	Hours/ Activity	Cost/ Activity	Hours/ Activity	Cost/ Activity	Hours/A ctvty	Cost/ Activity	Hours/ Activity	Cost/ Activity	Hours/ Activity	Cost/ Activity	Hours/A ctvty	Cost/ Activity	Hours/ Activity	Cost/ Activity					
Task 1 - Pre Construction	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0	\$0	na		
Task 2 - Construction Phase	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	1339.3	\$29,464.60	0.0	\$0	1339.30	\$29,464.60	na		
Task 3 - Post Construction	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	80.0	\$1,760	0.0	\$0	80	\$1,760	na		
	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0.0	\$0	0	\$0	na		
Total Staff Hours	0.0		0.0		0.0		0.0		0.0		1419.3		0.0		0				
Total Staff Cost		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$31,224.60		\$0.00		\$0.00	\$31,224.60		
Total % of Work by Classification	0.0%		0.0%		0.0%		0.0%		0.0%		100.0%		0.0%		0.0%		Check = 100.0%		

Survey Field Days for Subconsultant	
3 - Person Crew	0
4 - Person Crew	0

NEGOTIATED FEE
ADJUSTED FEE (INCLUDING 2.3717 MULTIPLIER)

Check = 100.0%
Check = \$31,224.60
\$31,224.60
\$74,056.38

SUBTOTAL ESTIMATED FEE: \$74,056.38
Subconsultant: \$0.00
SUBTOTAL ESTIMATED FEE: \$74,056.38
Geotechnical Field and Lab Testing \$0.00
Survey Fee \$0.00
SUBTOTAL ESTIMATED FEE: \$74,056.38
Additional Services (Allowance) \$0.00
Reimbursables (Allowance) \$0.00
GRAND TOTAL ESTIMATED FEE: \$74,056.38

Notes:
1. CEI services estimated for 330-day construction duration.

* 2.3717% multiplier

Project Activity 1: Pre-construction

Estimator:

Military Trail M&R & Safety Improvements Clint Moore Rd to Lake Worth Rd

Form Revised 6/6/05

2009600

1.1	Project Layout & Constructability Review	HR	1	170	170	Ensure that the project can be built as designed and, if not, coordinate with the County Project Manager and Engineer of Record to minimized delays and cost overruns. Included in this service is the assessment of the constructability of each location identified for ADA ramp construction.
1.2	Project Documentation	HR	1	75	75	Developing and establishing the Project Web Site, SharePoint (virtual) and hardcopy files, and Project Newsletter.
1.3	Coordinate Meetings	HR	1	50	50	Preconstruction, Public Involvement, Utility Coordination.
1.4	ARRA/EEO Requirements Review	HR	1	40	40	Meet with the Contractor to ensure that all ARRA/EEO requirements are established for the project and, if not, assist the Contractor in making the necessary preparations.
1.5	Review Pre-construction Submittals	HR	1	37	37	Schedule, Permits, Quality Control Plan

Project Activity 2: Construction

Estimator:

Military Trail M&R & Safety Improvements Clint Moore Rd to Lake Worth Rd
2009600

		Unit	Qty	Rate	Amount	Description
2.1	Engineering Observation	HR	1	6012.3	6012.3	Ensure compliance with plans and specifications.
2.2	Documentation	HR	1	260	260	Document contractor's activities, review shop drawing, RFIs, and contractor and CEI invoices.
2.3	ARRA/EEO Compliance	HR	1	235	235	Ensure that ARRA/EEO reporting requirements are being met and the proper documentation submitted prior to progress payments.
2.4	Project Coordination	HR	1	188	188	Coordinate contractor activities with Palm Beach County Departments, other governmental agencies, utilities and the public.
Construction Total				6495.6		

Project Activity 3: Post-construction

Estimator:

Form Revised 4/15/07

Military Trail M&R & Safety Improvements Clint Moore Rd to Lake Worth Rd
2009600

3.1	Final Acceptance	HR	1	140	140	Coordinate inspections and final acceptance.
3.2	Documentation	HR	1	80	80	As-built plans, materials certification, and transfer of project documents.
3.3	ARRA/EEO Certification	HR	1	80	80	Certify that all ARRA/EEO requirements have been met and supporting documentation is complete, at hand and filed.
3.4	Final Payment	HR	1	98	98	Process final payment and assist the County with documentation for reimbursement.

04/29/2010

PARTICIPATION FOR MWBE/SBE CONSULTANTS Contract

Project Name: Military Trail from Clint Moore Road to Lake

Project No.: 2009600

Prime Consultant: Metric Engineering, Inc.

Prime Contact Person:

Telephone No.: (561) 640-1306

Resolution Date: 06/08/2010

Res #: R2010-

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	
Pinnacle Consulting Enterprises, Inc. 1700 S.W. 57 AVENUE STE 201 MIAMI, FL 33155 (305) 345-0696		MWBE	0.00	74,055.38	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	0.00
		Total MWBE	0.00	74,055.38	0.00	0.00	
		%		12.89			
		Total SBE	0.00	0.00	0.00	0.00	0.00
		%					
Total Contract Amount of Authorization		574,173.86					

Total Contract Amount of Authorization

574,173.86

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/26/2010

PRODUCER (305)822-7800 FAX 305-362-2443
Collinsworth, Alter, Fowler, Dowling & French
P. O. Box 9315
Miami Lakes, FL 33014-9315
Zoraida Gonzalez zgonzalez@cafd.com 305-503-9159

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 Insurance Co A X	19488
INSURER B: Amerisure Mutual Ins Co A X	23396
INSURER C: Lexington Insurance Co A XV	19437
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.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	CPP205229902	03/01/2010	03/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	CA205230002	03/01/2010	03/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
B EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ <input checked="" type="checkbox"/> RETENTION \$ 0	CU205229702	03/01/2010	03/01/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC205229802	03/01/2010	03/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 F.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C Professional Liability Claims-Made Form	028395930	03/01/2010	03/01/2011	\$2,000,000 Each Claim \$4,000,000 Policy Aggregate \$100,000 Ea Claim Deductible

FULL PRIOR ACTS (7/1/76)

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

Ref: For all projects Metric Engineering has 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 & Auto liability,
excluding professional services.
Retro Coverage is extended to include the effective date of the contract.

CERTIFICATE HOLDER

Palm Beach County Engineering
Public Works Rdwy. Production
Attn: Jaean Dean
2300 N. Jog Road
Third Floor
West Palm Beach, FL 33411

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