

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

3-C-11

AGENDA ITEM SUMMARY

Meeting Date: August 17, 2010

<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Department:

Submitted By: Engineering & Public Works

Submitted For: Traffic Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an agreement containing a Contract for \$198,911 with Dyer, Riddle, Mills and Precourt, Inc. (DRMP) for professional services to perform traffic signal synchronization of 77 signalized intersections within the following six corridors: Northlake Boulevard, Palm Beach Lakes Boulevard, Gateway Boulevard, Linton Boulevard, Dixie Highway and Congress Avenue. This project, titled Traffic Signal Synchronization, is funded with the Federal Stimulus Block Grant monies, administered by the U.S. Department of Energy. The allotted time frame for completion to develop and implement optimized traffic signal timing plans is 18 months from the date of commencement.

SUMMARY: This agreement is being submitted as a receive and file agenda item for the Clerk's Office. The Contract will enable DRMP to provide engineering services for developing and implementing optimized traffic signal timing plans for 77 intersections in Palm Beach County. The list of intersections is shown in Exhibit B of the attached Scope of Services. DRMP will conduct before and after travel time delay studies and document the reductions in stops and delays, fuel consumptions, CO2 emissions, and increases in travel speeds from this traffic signal synchronization project. This project is funded with Federal stimulus grants, administered through the Energy Efficiency & Renewable Energy Block Grant Program. Total funding for this project is \$200,000 and the contract with DRMP is for a total of \$198,911, as shown in contract's Exhibit A.

Countywide ^{PFW} (MRE)

Background and Justification: On June 8, 2010, the County Engineer approved an agreement in the amount of \$198,911.00 with DRMP to provide the professional services required for this project.

Palm Beach County (County) entered into an agreement with the U.S. Department of Energy as part of the Federal Stimulus Program, coordinated through the County's Economic Development Office. Traffic signal synchronization is one of the projects funded with the intent of reducing stops and delays, fuel consumption, CO2 emissions, and increases in travel speeds by retiming the traffic signals. DRMP was awarded through the Consultant Competitive Negotiation Act process for a negotiated contract amount of \$198,911.

Attachments:

1. Contract Documents

Recommended by: Greg Dan Mersburg 07/14/2010 *[Signature]*
 Division Director Date

Approved by: S. T. Webb 7/26/10
 County Engineer Date

ATTACHMENT 2

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

This is an Agreement made as of June 8, 2010 between Palm Beach County, Florida (COUNTY) and Dyer, Riddle, Mills & Precourt, Inc. (CONSULTANT), an engineering firm having an office and a place of business at 941 Lake Baldwin Lane, Orlando, Florida 32814, and having Federal Tax I.D. #59-1791174. The COUNTY intends to perform Traffic Signal Synchronization of 77 signalized intersections within the following six corridors: Northlake Boulevard, Palm Beach Lakes Boulevard, Gateway Boulevard, Linton Boulevard, Dixie Highway and Congress Avenue, Project No. 2009804 (hereinafter called the PROJECT).

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 The CONSULTANT shall perform professional design services in connection with the PROJECT as hereinafter stated which shall include normal traffic 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 \$198,911.00 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 3.0 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:

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- 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 of 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

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.

In accordance with Palm Beach County Small Business Enterprise (SBE) Ordinance #2002-064, as amended from time to time, the annual goal for SBE participation for Professional Services is 15.0%. The CONSULTANT has committed to 10.0% for this Project.

The CONSULTANT agrees to abide by all provisions of the SBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

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 understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the contract goal.

The CONSULTANT understands that it is the responsibility of the County Department letting the Agreement and the SBE Office to monitor compliance with the SBE Ordinance requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports, with each billing, to both parties on the progress of the SBE participation for this Agreement.

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 understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the Agreement as it relates to the use of SBE firms. Any SBE's which, for any reason, no longer remain associated with the Project shall be replaced by the CONSULTANT with other certified SBE's, unless approval to the contrary is granted by the COUNTY.

The CONSULTANT understands that he/she is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other bidders or potential bidders.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the SBE Ordinances, and will allow the COUNTY to inspect such records.

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 14, 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.

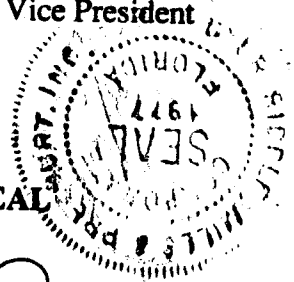
OWNER:
Palm Beach County, Florida

CONSULTANT:
Dyer, Riddle, Mills & Precourt, Inc.

BY: George T. Webb
George T. Webb, P.E.
County Engineer

BY: Joseph Perri
Mr. Joseph Perri, Vice President

CORPORATE SEAL



Pat Windorf
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: PAT WINDORF
(Print Name)

BY: Don Musberg
D.M.

Don Musberg
(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: Paul F. [Signature]
Assistant County Attorney

EXHIBIT "A"

5/10/11

SCOPE OF SERVICES

Traffic Signal Retiming – 77 Intersections Palm Beach County

Prepared by DRMP, Inc.

DRMP Project #: 09-0724.000

I. PURPOSE

This Scope of Services describes the nature of the work and responsibilities of DRMP, Inc. and Palm Beach County, hereinafter referred to as the COUNTY, for the above referenced project. The objective of this project is to perform a field assessment and review the operations of 77 signalized intersections within the following six corridors: Northlake Boulevard, Palm Beach Lakes Boulevard, Gateway Boulevard, Linton Boulevard, Dixie Highway and Congress Avenue. See Exhibit B for the listing of the intersections. DRMP will develop and field-implement coordinated timing plans affecting the 77 signalized intersections.

DRMP, Inc. shall perform the services described herein. As a part of the initial field assessment and during field implementation, DRMP staff will need to gain access to controller cabinets to verify and/or modify operating parameters as necessary. Such activities will be coordinated with COUNTY staff.

The COUNTY will provide technical reviews of work products associated with the project and all traffic data (AM, Midday, and PM peak turning movement counts and 24 hour approach counts). The COUNTY will also provide data concerning controller settings, existing traffic signal timings, zone information, intersection geometry, controller hardware inventories and other hardware/software information needed to support the review and development of timing plans and operating parameters. As needed, the COUNTY's field support / technical staff will be available to make any modifications to controller hardware in the field.

II. OBJECTIVE

In preparation of this project, the primary objective for DRMP is to:

- Prepare time of day coordinated plans as necessary (typically five (5) coordinated

plans) for each of the six corridors to be retimed: Northlake Boulevard, Palm Beach Lakes Boulevard, Gateway Boulevard, Linton Boulevard, Dixie Highway and Congress Avenue

- Implement and field-adjust the proposed timing plans within each system.
- Prepare Before and After Travel Time Runs and document the reduction in fuel consumption, green house gas emissions and travel times

The new signal timing plans developed should improve platoon progression and reduce overall travel time and delay within their limits. To gage the extent of these improvements, DRMP will conduct "before" and "after" travel time runs as one of several measures of effectiveness included in the evaluation.

The primary deliverable for the project will be the Project Binder. This provides documentation on all field work and analysis for each corridor included in the retiming effort.

III. SERVICES

The services performed by DRMP, Inc. shall comply with all applicable COUNTY and/or FDOT Manuals and Guidelines. The type and extent of the services to be provided are described below by task.

Task 1: Project Administration and Management

DRMP will develop and maintain a work and production schedule for the project and provide regular updates as part of the project reporting process. DRMP will submit written progress reports to the COUNTY'S Project Manager on a regular basis (anticipated monthly). This task includes developing status reports, meetings, maintaining project records and coordination with the project team. DRMP will attend monthly status report meetings with COUNTY staff for project updates.

Task 2: Field Inventory

Existing Signal Timing Data

Existing signal timing plans will be provided to DRMP by the COUNTY. Controller data sheets provide the basis for the retiming, and are used in the field to document changes. A Full set controller data sheets with any markups are kept on record throughout the project.

Hardware Identification

The following information will be provided to DRMP by the COUNTY for each of the 77 signalized locations.

- Controller cabinet inventory –Controller type, interconnect type, number of detectors, presence of preemption, load switches, modem type, and other components.

DRMP shall review external functionality – Check operation of pedestrian pushbuttons and note any deficiency such as displays/indications not functioning, non-responsive loops, etc. A memorandum of intersections(s) malfunctioning operations will be noted and provided to the County.

Identify Intersection Characteristics

- Aerials of project corridors – The COUNTY will provide DRMP the most recent aerial photography, in a TIFF or JPEG format, of the study corridors. Aerial photography is used to identify link distances and site characteristics as the SYNCHRO model is developed.
- Signal Phasing – COUNTY to Provide Existing Signal Plans
- Lane Configurations – COUNTY to provide geometry for intersections
- Storage Lengths – COUNTY to provide geometry for intersections
- Pedestrian Crosswalk Locations & Lengths – COUNTY to provide geometry for intersections
- Observed Operational Issues at the Intersection
- Evaluate existing corridor operations– DRMP shall travel the corridor to review operational issues from a corridor perspective.

Traffic Counts

The COUNTY shall provide DRMP with peak hour turning movement counts for the AM, Midday and PM peak hours for each of the 77 intersections along with 24-hour approach counts for each corridor to be retimed.

Task 3: Base Network Development

The County and DRMP shall agree on the parameters that will be utilized in the development of the base model to include minimum and maximum cycle lengths, corridor limits and breakdown, minimum and maximum green, yellow and all red, minimum pedestrian phases, etc.

SYNCHRO Model Development

Using the data gathered in Task 2, a base network will be developed in SYNCHRO that reflects the existing operation of the system. The completed base SYNCHRO network will be provided to COUNTY staff for review and comment prior to development of proposed timing plans.

Once existing data is assembled, a review meeting between DRMP and COUNTY staff will be held to review the evaluation of the existing signal operations and to discuss the approach to the new timing plans development. This checkpoint review is intended to identify the key issues that staff would like to see addressed.

Extract SYNCHRO MOE's (Before)

Based on existing operational characteristics with field-collected volumes, DRMP will extract from SYNCHRO Measures of Effectiveness (MOE) data for use as the

base for comparing the performance of the newly implemented timing plans. MOE's suggested for analysis would include arterial control delay, delay per vehicle, total stops, fuel consumption, and harmful emissions.

Task Product

DRMP shall submit the draft SYNCHRO files electronically for each of the six corridors to be retimed.

Task 4: Timing Plans Development

The latest approved version of SYNCHRO shall be used to determine the optimal phasing, cycle length and splits. Engineering judgment should always be used in correlation with the software.

The results of the SYNCHRO analyses for the existing and proposed alternatives shall be tabulated. The results shall include, but not limited to Delay and Level of Service (by intersection, approach and movement), queue lengths by movement, speed and travel time.

The latest approved version of Tru-Traffic TS-PP shall be used by DRMP to refine the offsets from the time-space diagrams generated by SYNCHRO. The bandwidths, speeds, direction of travel, intersection names and offsets shall be shown on each time-space diagram developed in Tru-Traffic TS-PP. The offset reference points shall be verified by the COUNTY before input into Tru-Traffic TS-PP.

DRMP shall develop at least five (5) control timing patterns for each of the six corridors which shall include AM Peak, PM Peak, Midday, Off Peak, and weekend. The plots of the volume summary information provided by the COUNTY in Task 2 shall be used to graphically indicate the time of day operation plans for each system. DRMP shall determine the operating time period (time of day) for each of the timing patterns developed.

The results, and justification supporting the results, of the SYNCHRO analysis and Tru-Traffic TS-PP time-space diagrams shall be submitted to the COUNTY as Draft Timing Plans for review and approval prior to proceeding with the timing implementation. Upon approval, the Draft Timing Plans shall be used as Initial Timing Plans prior to fine tuning. The Draft Timing Plans shall be in the COUNTY'S specified format.

Task Product

DRMP shall submit the draft and final SYNCHRO and Tru-Traffic TS-PP files, analysis and justification electronically. DRMP shall also provide one (1) paper copy of the final Tru-Traffic TS-PP time space diagrams for each of the timing patterns.

Task 5: Traffic Signal Timings

DRMP shall develop and furnish one (1) paper copy of the final traffic signal timings for all of the intersections listed in the authorization. DRMP shall also submit this information electronically. Timing parameters to be developed per phase are as follows:

Traffic Signals

- Minimum Green (Initial)
- Extension Interval
- Max I
- Max II

- Yellow Interval
- All Red Interval
- Pedestrian Walk (if applicable)
- Pedestrian Flashing DONT Walk (if applicable)

- Pre-empt timing (if any)
- Time of Day Pattern
- Splits (if applicable)
- Force Offs
- Offsets
- Cycle Lengths
- Permissive Periods
- Recall type (minimum, maximum, soft, CNA)
- Detector crossswitching (if applicable)
- Any preempt timing

Yellow and All Red intervals, min green, passage, walks and pedestrian clearance intervals shall be based on COUNTY guidelines. Final timings shall be in the COUNTY'S specified format.

Task Product

Coordination settings that can be implemented on the existing signal system. Controller timings that can be implemented on the existing signal system. COUNTY approved Timing Sheets. One (1) signed and sealed paper copy and electronic submittal.

Task 6: Implementation and Calibration of Timing Plans

DRMP shall implement the approved timing plans into the existing controllers either at central location or in the field under the supervision of the COUNTY. This shall consist of the necessary field runs per direction for each timing pattern.

DRMP shall also perform fine tuning observations and coordinate with the COUNTY to

make timing adjustments for each timing pattern. This shall consist of the necessary field evaluation runs per direction for each timing pattern. DRMP shall make changes and submit them to the COUNTY for approval.

Should an existing controller, coordinator, communications to central, clock, loop detector, or interconnect cable be inoperative or additional hardware or cabinet modifications be required at an intersection when DRMP attempts to implement the new timings, DRMP shall notify the COUNTY to report the problem.

Once DRMP has completed this stage of fine-tuning, DRMP shall notify the COUNTY and schedule a review. DRMP shall accompany the COUNTY during this review. DRMP shall provide copies of the time-space diagrams, the Tru-Traffic TS-PP files and timing plans for this review.

Task Product

Upon approval of implementation and fine-tuning of the timing plans, DRMP shall provide one (1) signed and sealed copy of the final timings to the COUNTY and an electronic submittal of the final timings. This will include updated SYNCHRO, Tru-Traffic TS-PP and updated timings.

Task 7: Measures of Effectiveness

This task includes conducting before and after travel time and delay studies on each of the six project corridors. The before studies shall be conducted by DRMP prior to the base network development as described in Task 3. The after studies shall be conducted after the implementation and fine tuning of the timings developed in Task 6.

Each corridor has two (2) directions of travel. The travel time runs for each direction shall be made for the two Peak Hour time periods as follows: 1) AM Peak; 2) PM Peak. Blue-Tooth data capturing devices shall be used to obtain the travel time information for each direction. The before and after Blue-Tooth data collection shall be made in similar weather conditions. The dates for travel time studies shall be approved in advance by the COUNTY.

The before and after study report shall contain the following information for each arterial.

- Average before and after travel time
- Average before and after travel speed
- Average before and after running speed
- Average before and after running time
- Average before and after number of stops
- Average before and after delay times
- Average before and after stopped delay
- Emission and gas reduction comparison data

This information shall be presented in both tabular and graphical form (8 1/2" x 11" sheets) with written documentation summarizing improvements of the after conditions.

DRMP shall submit electronically and in paper form for the preliminary before and after report to the COUNTY for review and comments. Upon approval by the COUNTY, DRMP shall then submit this information electronically and submit one (1) copy of the final before and after report to the COUNTY.

Task Product

DRMP shall provide one (1) paper copy and an electronic submittal of the report.

Task 8: Final Report

Finalize Project Binders

Incorporate Measures of Effectiveness summary information into the project binders and finalize them for delivery to COUNTY staff.

The final project binders will be signed and sealed by the registered professional engineer of record. In summary, the binders will contain:

Intersection Summaries

- Intersection Inventory Sheet
 - Phasing, controller type, display configuration, lane configurations, storage lengths, crosswalk distances, etc. (Obtained from COUNTY)
- Photo Log Summary
- Timing Change Markups (as necessary)

SYNCHRO Timing Plan Summary

- Time-of-Day (TOD) Plan Summary
- Time/Space (Platoon Progression) Diagrams By Plan
- Individual Intersection Timings Summary w/Phase Diagram

Controller Data

- Time-of-Day (TOD) Plan Summary
- Phase Timings w/Pedestrian and Vehicle Control Data
- All Coordination Data (Time of Day Schedules, etc.)
- Time-Based Data for Each Intersection

Summary for MOE's

- Summary of Travel Time Runs
- Summary of SYNCHRO MOE's (Before vs. After)
- Discussion of Results & Development of Benefit/Cost Ratios.

Task Product

DRMP shall provide Final Signed and Sealed project binders and deliver to the COUNTY an anticipated four (4) hard copies and one (1) electronic copy on CD.

V. COMPENSATION

A summary breakdown of the estimated lump sum fee by work task is provided below. A breakdown of these fees has been included as **Exhibit A**.

Project Payment Milestones:

- Completion of Task 2 – Field Inventory
- Submittal of Base Network SYNCHRO Files to County
- Submittal of Timing Plans and SYNCHRO Files to County
- Completion of Task 6 – Implementation and Calibration of Timing Plans
- Submittal of Final Report

FEE SUMMARY FOR: PALM BEACH COUNTY SIGNAL RETIMING 77 SIGNALS		
Task	Description	Total Fees
1	Project Management	\$6,080
2	Field Inventory	\$18,580
3	Base Synchro Network Development	\$19,750
4	Timing Plans Development	\$9,905
5	Traffic Signal Timings	\$7,915
6	Implementation of Timing Plans	\$56,645
7	Measures of Effectiveness	\$3,885
8	Final Report	\$7,035
	Sub Consultant Fee (Kittleson and Associates) - Before and After Travel Time Information and Measure of Effectiveness	✓ \$29,155
	Sub Consultant Fee (Progressive Design and Engineering) - Retiming Linton Boulevard	✓ \$39,961
TOTAL PROJECT FEES:		✓ \$198,911

EXHIBIT "B"

Dyer, Riddle, Mills & Precourt, Inc.
941 Lake Baldwin Lane
Orlando, FL 32814

Palm Beach County
Traffic Signal Synchronization

WAGE RATE CALCULATION AS OF May 18, 2010

	Rate x	(multiplier	+ operating	+ margin	+ (direct	expenses) x	Rate) =	Billing Rate
<u>Juan Camacho</u>	\$ 43.34 x	2.8388	+ 0.110	+ 0.0485	x	\$43.34 =	\$128.81	
<u>Nick DeVito</u>	\$ 28.58 x	2.8388	+ 0.110	+ 0.0485	x	\$28.58 =	\$78.61	
<u>Eduardo Hernandez</u>	\$ 25.34 x	2.8388	+ 0.110	+ 0.0485	x	\$25.34 =	\$75.90	
<u>Stacy Holt</u>	\$ 18.27 x	2.8388	+ 0.110	+ 0.0485	x	\$18.27 =	\$54.72	
<u>Greg Moore</u>	\$ 42.07 x	2.8388	+ 0.110	+ 0.0485	x	\$42.07 =	\$128.00	
<u>Joe Perri</u>	\$ 51.00 x	2.8388	+ 0.110	+ 0.0485	x	\$51.00 =	\$182.75	
<u>Yasu Perseud</u>	\$ 27.16 x	2.8388	+ 0.110	+ 0.0485	x	\$27.16 =	\$81.35	
<u>Sarah Prettymen</u>	\$ 15.00 x	2.8388	+ 0.110	+ 0.0485	x	\$15.00 =	\$44.93	
<u>Alethya Yu</u>	\$ 30.92 x	2.8388	+ 0.110	+ 0.0485	x	\$30.92 =	\$92.61	

I hereby certify that the above current salary rates are the actual rates being paid to the indicated employees as of May 18, 2010

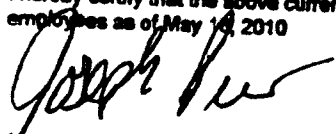

 Joseph W. Perri
 Vice President
 Dyer, Riddle, Mills, & Precourt, Inc.

Exhibit A

ESTIMATED FEES FOR: PALM BEACH COUNTY - 6 Corridors - 77 Signals (59 Signals DRMP)								
Task	Description	# of Staff Hours - DRMP, Inc.					Total Staff-Hours By Task	Fees By Task
		Project Manager	Project Engineer	Engineer II	Engineering Intern	Technician / Office Support		
1	Project Management							
	Meeting Attendance	12	12	0	0	0	24	
	Interagency Coordination	2	8	0	0	0	10	
	Project Reporting & Management	20	0	0	0	0	20	
	TASK SUBTOTAL:	✓ 34	✓ 20	0	0	0	54	\$6,060
2	Field Inventory							
	Intersection / Corridor Operations Review	5	42	47	0	0	94	
	Compile Controller Data (Received from County)	1	9	10	0	0	20	
	Summarize Count Data (Received from County)	1	9	10	0	0	20	
	Develop Intersection Summaries	4	31	35	0	0	70	
	TASK SUBTOTAL:	✓ 11	✓ 91	✓ 102	0	0	204	\$18,500
3	Base Synchro Network Development							
	Obtain / Import Aerial Photography	1	2	7	6	0	16	
	Roadway Network / Intersection Parameters	3	5	24	21	0	52	
	Setup Individual Time of Day Plans	3	5	24	21	0	52	
	Import / Code Traffic Volumes	3	6	27	24	0	62	
	Prepare Documentation for Project Binders	4	7	22	22	19	74	
	TASK SUBTOTAL:	✓ 14	✓ 25	✓ 104	✓ 94	✓ 19	258	\$19,750
4	Timing Plans Development							
	Roadway Network / Intersection Parameters	3	5	17	25	0	50	
	Code Existing Timing Plans	2	6	36	36	0	80	
	TASK SUBTOTAL:	✓ 5	✓ 11	✓ 53	✓ 61	0	130	\$9,905
5	Traffic Signal Timings							
	Analysis & Plans Development	5	10	20	15	0	50	
	Prepare Documentation for Project Binders	3	5	15	12	15	50	
	TASK SUBTOTAL:	✓ 8	✓ 15	✓ 35	✓ 27	✓ 15	100	\$7,915
6	Implementation of Timing Plans							
	Field Implement and Adjust	26	234	130	129	0	519	
	Synchro Data Consolidation	5	35	45	58	0	141	
	TASK SUBTOTAL:	✓ 31	✓ 269	✓ 175	✓ 185	0	660	\$56,645
7	Measure of Effectiveness							
	Extract MOE Data from SYNCHRO	3	5	24	17	0	49	
	TASK SUBTOTAL:	✓ 3	✓ 5	✓ 24	✓ 17	0	49	\$3,885
8	Final Report							
	Finalize Project Binders	3	10	28	47	9	95	
	TASK SUBTOTAL:	✓ 3	✓ 10	✓ 28	✓ 47	✓ 9	95	\$7,035
Total Hours		✓ 109	✓ 448	✓ 519	✓ 431	✓ 43	✓ 1548	
Hourly Billing Rates		\$120.00	\$100.00	\$80.00	\$65.00	\$60.00		
Fees by Staff Level		✓ \$13,080.00	✓ \$44,600.00	✓ \$41,520.00	✓ \$28,015.00	✓ \$2,580.00		✓ \$129,795
TOTAL PROJECT FEES:								✓ \$129,795

* 3.0% multiplier

Exhibit A

ESTIMATED FEES FOR: PALM BEACH COUNTY - 6 Corridors - 77 Signals (18 Signals PD&E)								
Task	Description	# of Staff Hours - PD&E					Total Staff-Hours By Task	Fees By Task
		Project Manager	Project Engineer	Engineer II	Engineering Intern	Technician / Office Support		
1	Project Management							
	Meeting Attendance	2	2	0	0	0	4	
	Interagency Coordination	1	4	0	0	0	5	
	Project Reporting & Management	6	0	0	0	0	6	
	TASK SUBTOTAL:	9	6	0	0	0	15	\$2,232
2	Field Inventory							
	Intersection / Corridor Operations Review	2	16	16	0	0	36	
	Compile Controller Data (Received from County)	0	4	5	0	0	9	
	Summarize Count Data (Received from County)	0	4	5	0	0	9	
	Develop Intersection Summaries	1	6	9	0	0	18	
	TASK SUBTOTAL:	3	32	37	0	0	72	\$7,754
3	Base Synchro Network Development							
	Obtain / Import Aerial Photography	0	0	2	2	0	4	
	Roadway Network / Intersection Parameters	0	1	4	4	0	9	
	Setup Individual Time of Day Plans	0	1	4	4	0	9	
	Import / Code Traffic Volumes	1	3	12	11	0	27	
	Prepare Documentation for Project Binders	1	2	5	5	5	18	
	TASK SUBTOTAL:	2	7	27	26	5	67	\$5,541
4	Timing Plans Development							
	Roadway Network / Intersection Parameters	1	1	4	6	0	12	
	Code Existing Timing Plans	1	1	8	6	0	18	
	TASK SUBTOTAL:	2	2	12	14	0	30	\$2,526
5	Traffic Signal Timings							
	Analysis & Plans Development	1	2	5	4	0	12	
	Prepare Documentation for Project Binders	1	1	4	3	4	12	
	TASK SUBTOTAL:	2	3	9	7	4	25	\$2,171
6	Implementation of Timing Plans							
	Field Implement and Adjust	6	57	32	32	0	128	
	Synchro Data Consolidation	1	9	12	14	0	36	
	TASK SUBTOTAL:	7	66	44	46	0	163	\$16,756
7	Measure of Effectiveness							
	Extract MOE Data from SYNCHRO	1	1	6	4	0	12	
	TASK SUBTOTAL:	1	1	6	4	0	12	\$1,053
8	Final Report							
	Finalize Project Binders	1	2	6	12	3	24	
	TASK SUBTOTAL:	1	2	6	12	3	24	\$1,928
Total Hours		27	119	141	109	12	408	
Hourly Billing Rates		\$158.00	\$135.00	\$80.00	\$70.00	\$60.00		
Fees by Staff Level		\$4,266.00	\$16,065.00	\$11,280.00	\$7,630.00	\$720.00		\$39,961
TOTAL PROJECT FEES:								\$39,961

KAI Palm Beach County Signal Retiming Budget
Estimate considering Deployed within Signal Controller Cabinet
Before Studies

January, 2010

ACTIVITY	Project Manager		Senior Engineer		Project Engineer		Engineering Intern		Senior Engineering Technician		Secretary/ Clerical		Total Hours	Total Cost
	RATE:	\$ 205.00	RATE:	\$ 170.00	RATE:	\$ 145.00	RATE:	\$ 115.00	RATE:	\$ 115.00	RATE:	\$ 70.00		
1. Project Management		\$ -		\$ -	6	\$ 870.00	2	\$ 230.00		\$ -		\$ -	8.0	\$ 1,100.00
2. Site Preparation		\$ -		\$ -	9	\$ 1,305.00	18	\$ 2,070.00		\$ -		\$ -	27.0	\$ 3,375.00
3. Data Collection		\$ -		\$ -	22.5	\$ 3,262.50	31.5	\$ 3,622.50		\$ -		\$ -	54.0	\$ 6,885.00
4. Data Analysis & Reporting		\$ -		\$ -	4.5	\$ 652.50	49.5	\$ 5,692.50		\$ -		\$ -	54.0	\$ 6,345.00
TOTAL PROJECT	0	\$ -	0	\$ -	42	\$ 6,090.00	101	\$ 11,615.00	0	\$ -	0	\$ -	143	\$ 17,705.00
Bluetooth Units 18 (Three Units per corridor, 6 corridors)														

Activity Details

- | | | | |
|--|--|---|---|
| <p>1. Project Management:
 Team/County Communication
 Team/County Meetings</p> | <p>2. Site Preparation
 Deployment Strategies
 Site Reviews & Modifications
 Equipment Preparation
 County Verifications</p> | <p>3. Data Collection
 Equipment Deployment
 Site Checks
 Equipment Retrieval</p> | <p>4. Data Analysis
 Initial Reduction
 Software analysis
 Set-up for Figure/Table Production
 Figures/Tables</p> |
|--|--|---|---|

After Studies

ACTIVITY	Project Manager		Senior Engineer		Project Engineer		Engineering Intern		Senior Engineering Technician		Secretary/ Clerical		Total Hours	Total Cost
	RATE:	\$ 205.00	RATE:	\$ 170.00	RATE:	\$ 145.00	RATE:	\$ 115.00	RATE:	\$ 115.00	RATE:	\$ 70.00		
1. Project Management		\$ -		\$ -	2	\$ 290.00		\$ -		\$ -		\$ -	2.0	\$ 290.00
2. Data Collection		\$ -		\$ -	22.5	\$ 3,262.50	27	\$ 3,105.00		\$ -		\$ -	49.5	\$ 6,367.50
3. Data Analysis & Reporting		\$ -		\$ -	4.5	\$ 652.50	36	\$ 4,140.00		\$ -		\$ -	40.5	\$ 4,792.50
TOTAL PROJECT	0	\$ -	0	\$ -	29	\$ 4,205.00	63	\$ 7,245.00	0	\$ -	0	\$ -	92	\$ 11,450.00
Bluetooth Units 18 (Three Units per corridor, 6 corridors)														

Activity Details

- | | | |
|--|---|---|
| <p>1. Project Management:
 Team/County Communication
 Team/County Meetings</p> | <p>2. Data Collection
 Equipment Deployment
 Site Checks
 Equipment Retrieval</p> | <p>3. Data Analysis & Reporting
 Initial Reduction
 Software analysis
 Set-up for Figure/Table Production
 Figures/Tables</p> |
|--|---|---|

Total Project Cost

\$ 29,155.00

EXHIBIT B

Northlake Boulevard		
Intersection Number	Intersection ID	Intersection
1	17300	Military Trail
2	17324	Keating Drive
3	17325	I-95
4	17328	Roan Lane
5	17330	Sandtree Dr / Sunrise DR
6	17350	Mcarthur Boulevard
7	17355	Congress Avenue
8	17360	Mt. Holly Drive
9	17370	Old Dixie Highway
10	17380	Alt A1A/10th ST/FEC R/R
11	17390	Prosperity Farms Road

Palm Beach Lakes Boulevard		
Intersection Number	Intersection ID	Intersection
1	26010	Spencer Dr / Village Drive
2	26020	Robbins Drive
3	26021	Wellesley Inn
4	26030	I-95
5	26040	Palm Beach Mall (West Entrance)
6	26050	Palm Beach Mall (East Entrance)
7	26060	Congress Avenue
8	26068	Forum Way
9	26070	7th Street/Mangonia Drive
10	26080	Australian Avenue

Gateway Boulevard		
Intersection Number	Intersection ID	Intersection
1	45500	Congress Avenue
2	45525	Renaissance Commons
3	45530	Park Ridge Boulevard
4	43845	Quantum Lake Drive
5	43580	High Ridge Road
6	43870	I-95
7	43875	Seacrest Boulevard
8	43900	Federal Highway

EXHIBIT B

Linton Boulevard		
Intersection Number	Intersection ID	Intersection
1	55050	Jog Road
2	55060	All Star Academy
3	55072	Sims Road
4	55074	Delray Hospital / Las Verdes Way
5	55075	Military Trail
6	55085	Old Germantown Road
7	55090	Homewood Boulevard
8	55100	Congress Avenue
9	55125	I-95
10	55130	Wallace Road / Waterford Road
11	55154	SW 10th Avenue
12	55149	SW 4th Avenue
13	55150	Old Dixie Highway
14	55160	Federal Highway
15	55167	Tropics Boulevard@Federal Highway
16	55151	Banyan Tree Lane@Federal Highway
17	54310	SE 10th Street@SE 5th Street
18	54300	SE 10th Street@SE 6th Street

Dixie Highway		
Intersection Number	Intersection ID	Intersection
1	33590	Forest Hill Boulevard
2	33900	Alhambra Place
3	33950	Lighthouse Blind Crossing
4	34075	Gregory Road
5	34200	Arbor Shopping Center
6	34600	Fordham Drive
7	35400	13th Avenue North
8	35870	10th Avenue North
9	36100	8th/9th Avenue North
10	36300	7th Avenue North
11	36925	2nd Avenue North
12	36950	2nd Avenue North@Federal Highway
13	37425	Lucerne Avenue
14	37335	Lucerne Avenue@ J Street
15	37350	Lucerne @ Federal highway
16	37450	Lake Avenue@Fareal Highway
17	37447	Lake Avenue@K Street
18	37325	Lake Avenue

EXHIBIT B

Congress Avenue		
Intersection Number	Intersection ID	Intersection
1	45501	Catalina / Renaissance Drive
2	45598	Boynton Beach Mall Entrance D
3	45599	Boynton Beach Mall Entrance E
4	45600	Old Boynton Beach Boulevard
5	45596	Old Boynton Beach Boulevard@Winchester Drive
6	46150	Boynton Beach Boulevard
7	46300	Ocean Drive
8	47499	SW Congress Avenue
9	47500	Woolbright Road
10	48200	Golf Road
11	48254	Cross Point Elementary School
12	48260	SW 30th Avenue

EXHIBIT "C"

CERTIFICATION STATEMENTS

PROJECT: Traffic Signal Synchronization
PROJECT NO.: 2009804
CONSULTANT: Dyer, Riddle, Mills & Precourt, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Agreement.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

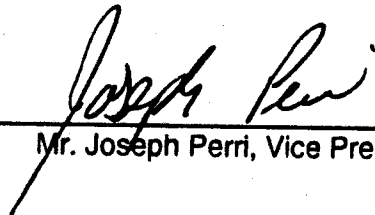
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement.

PUBLIC ENTITY CRIMES STATEMENT

As provided in F.S. 287.132-133, by entering this Agreement or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, sub-contractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

NON-DISCRIMINATION STATEMENT

The **CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, gender identity and expression.



Mr. Joseph Perri, Vice President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Traffic Signal Synchronization
Project No.: 2009804

CONSULTANT represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence CONSULTANT'S judgment or quality of services being provided to the County.

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

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Joseph Perri, as
(Name of Individual)

Vice President, of Dyer, Riddle, Mills & Precourt, Inc.
(Title/Position) (Firm Name of CONSULTANT)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

Joseph Perri
(Signature)

5/11/10
(Date)

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Joseph W. Perri, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual or

the Vice President of Dyer, Riddle, Mills & Precourt, Inc

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.]

The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 941 Lake Baldwin Lane
Orlando, FL 32814

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Joseph W. Perri
Joseph W. Perri, Affiant
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 11th day of May, 2010, by Joseph W. Perri, who is personally known to me or who has produced _____ as identification and who did take an oath.

Lisa A. Greene
Notary Public

(Print Notary Name)
State of Florida at Large
My Commission Expires: _____

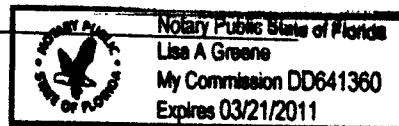


EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name	Address
Don K. Barton, Jr	4609 Mattie Ct. Orlando, FL 32817
Wayne D. Chalifoux	870 Cynthianna Cir Altamonte Springs, FL 32701
Lucius J. Cushman, Jr.	716 Florida Blvd Altamonte Springs, FL 32701
Jon S. Meadows	1160 Banbury Trail Maitland, FL 32751
Lawrence L. Smith, Jr.	4120 Bounce Dr. Orlando, FL 32812

EXHIBIT "D"

RESOLUTION NO. R-2010-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, AUTHORIZING THE CONTRACT WITH DYER, RIDDLE, MILLS & PRECOURT (DRMP), INC. AND PROVIDING WHEN THIS RESOLUTION WILL TAKE EFFECT.

WHEREAS, the Contract provides funds for engineering services for Traffic Signal Synchronization Project with DRMP, Inc. and;

WHEREAS, this Contract provides a total funding of \$200,000 for the Project, out of which \$198,911 will be utilized for the Consulting Services by DRMP, Inc., for carrying-out the Project;

NOW, THEREFORE be it resolved by the Board of County Commissioners of Palm Beach County, Florida, that the Chair is hereby authorized to execute and approve the Contract with DRMP, Inc., 941 Lake Baldwin Lane, Orlando, FL 32814.

1. The recitations set forth herein above are true, accurate and correct and are incorporated herein, and will take effect upon adoption.
2. This resolution will take effect upon its adoption.

(Intentionally Left Blank)

The foregoing resolution was offered by Commissioner _____ who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, was as follows:

Commissioner Burt Aaronson, Chair	-
Commissioner Karen T. Marcus, Vice Chair	-
Commissioner Jeff Koons	-
Commissioner Shelley Vanna	-
Commissioner Steven Abrams	-
Commissioner Jess R. Santamaria	-
Commissioner Priscilla A. Taylor	-

The Chair thereupon declared the Resolution duly passed and adopted this _____ day of _____, 2010.

PALM BEACH COUNTY,
FLORIDA, BY ITS BOARD OF
COUNTY COMMISSIONERS

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

SHARON R. BOCK,
CLERK & COMPTROLLER
CIRCUIT COURT

By: _____
Assistant County Attorney

By: _____
Deputy Clerk