

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

Agenda Item #: 3-C-2

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

Meeting Date:	December 20, 2011 <input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		Workshop	<input type="checkbox"/>	Public Hearing
Department:	Engineering & Public Works Department			
Submitted By:	Engineering & Public Works Department			
Submitted For:	Roadway Production Division			

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement in the amount of \$548,006.42 with New Millennium Engineering, Inc. (NME), for professional services necessary for the West Atlantic Avenue construction phase.

SUMMARY: Approval of this Agreement will provide the construction engineering and inspection services required for the construction of West Atlantic Avenue from west of Lyons Road to Starkey Road. NME has an office in Palm Beach County.

District 5 (MRE)

Background and Justification: On October 26, 2011, the Consultant's Competitive Negotiations Act Selection Committee selected NME and, in accordance with PPM No. CW-O-048, the Board of County Commissioners (Board) was notified of the selection on November 3, 2011. Palm Beach County now desires NME to provide the construction engineering and inspection (CEI) services necessary for the West Atlantic Avenue from west of Lyons Road to Starkey Road project (Project). The Palm Beach County Small Business Enterprise (SBE) goal for all projects is 15.0%. However, the SBE goal cannot be a factor in consultant selection due to Florida Department of Transportation funding restrictions. The SBE participation proposed for the Project by NME is 0.0%. The fee, as detailed in Exhibit "B" of the attached Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$517,246.03	(CEI Services).
Reimbursable Expenses (Not to Exceed)....	<u>\$ 30,760.39</u>	(Geotechnical).
Total:	\$548,006.42	

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

Attachments:

1. Location Map
2. Agreement with Exhibits "A", "B", "C", "D" and "E", Certificate of Insurance (2)

Recommended by: *[Signature]* 12/13/11 *[Signature]*
 Division Director Date

Approved By: *[Signature]* 12/19/11
 County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$548,007	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	<\$548,007>	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	-0-	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes No

Budget Account No:

Fund 3500 Dept 361 Unit 1085 Object 6551/6693

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
W Atlantic Ave/W of Lyons Rd to E of Fla Turnpike
Developer Contributions

Basic Services (Lump Sum)	\$517,246.03
Reimbursable Expense	\$ 30,760.39
Total Contract	\$548,006.42

C. Departmental Fiscal Review:

Alicia Kovalainen

III. REVIEW COMMENTS

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

[Handwritten signature]
OFMB
12/14/11
12/14/11
12/14/11
cc
12/14/11

[Handwritten signature]
Contract Dev. and Control
12-16-11 B. Wheeler

B. Approved as to Form and Legal Sufficiency:

This Contract complies with our contract review requirements.

[Handwritten signature]
Assistant County Attorney
12/19/11

C. Other Department Review:

Department Director

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

ATTACHMENT 2

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

This is an **Agreement** made as of _____, 2011 between **Palm Beach County (COUNTY)**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and **New Millennium Engineering, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at 4868 SW 72nd Avenue, Miami, Florida 33155, and having Federal Tax I.D. #20-4809301. The **COUNTY** intends to construct **West Atlantic Avenue (SR 806) as a 4 lane divided roadway from west of Lyons Road to Starkey Road, Project No. 2004602** (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 construction engineering and inspection (CEI) services in connection with the **PROJECT** as hereinafter stated which shall include normal civil engineering services, more particularly described in Exhibit "A" (Scope of Services).

1.1.2 The **CONSULTANT** shall perform required CEI services in accordance with the Florida Department of Transportation Construction Project Administration Manual.

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 The **CONSULTANT** shall obtain prior written approval from the **COUNTY** for all Construction Contract Modifications.

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 2.1.8 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.

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

2.1.5. 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.

2.1.6. Assistance in connection with change orders for construction, materials, equipment or services.

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

2.1.8. 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. The Director of the Construction Coordination Division shall act as the **COUNTY'S** representative with respect to the services to be rendered under this Agreement, and 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**.
- 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. 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**.
- 3.7. 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.
- 3.8. Attend the preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.9. 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.
- 3.10. Furnish, or direct the **CONSULTANT** to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.11. 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.

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 \$517,246.03 for completion of the Basic Services included in the Scope of Services (Exhibit "A") and the Fee Summary (Exhibit "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 2.5403 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 2.1.7. 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, in accordance with State and local law, 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 \$30,760.39 without additional authorization from the COUNTY.

5.1.4. Optional Services: The COUNTY will pay the CONSULTANT for completion of the Optional Services included in the Scope of Services (Exhibit "A") and the Fee Summary (Exhibit "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 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.

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

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** in accordance with law.

SECTION 6 - GENERAL CONSIDERATION

6.1. **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.

6.2. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

6.2.1. Upon completion and acceptance of the final work, the **CONSULTANT** shall furnish to the **COUNTY** the record drawings, field notes and all documents and materials prepared by and for the **COUNTY** under this Agreement.

6.2.2. 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**.

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

6.2.4. 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.

6.2.5 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**.

6.4. **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.

6.4.1 **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.

6.4.2. **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.

6.4.3. **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.

6.4.4. **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.

6.4.5. **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.

6.4.6. **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.

6.4.7. **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

6.4.8 **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.

6.4.9 **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.

6.5. **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.

6.6. **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.

6.7. **Successors and Assigns**

6.7.1. 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, the **CONSULTANT** shall not 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**.

6.7.2. The **CONSULTANT** shall not 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.

6.7.3. 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.

6.8 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 **0.0%** 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 "C" (Consultant Certifications), if required, 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.

6.9. **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.

6.10. **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.

6.11. **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.

6.12. **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.

6.13. **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 or termination 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.

6.14. **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.

6.15. **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.

6.16. **Office of the Inspector General**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to 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 interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 7 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

7.1 Federal & State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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.

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

7.2.1. Exhibit A: Scope of Services

7.2.2. Exhibit B: Fee Summary

7.2.3. 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).

7.2.4. Exhibit D: Participation for SBE Consultants

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

7.3. This Agreement (consisting of pages 1 to 15, 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 8 - 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 9 - 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 10 - 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 11 - 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, familial status, sexual orientation, and gender identity and expression.

SECTION 12 - 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.

SECTION 13 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the **CONSULTANT** shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the **CONSULTANT'S** most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the **COUNTY** determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The **COUNTY** shall exercise its rights under this Article 4 within three (3) years following final payment.

SECTION 14 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 15 - EXCUSABLE DELAYS

The **CONSULTANT** shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the **CONSULTANT** or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the **CONSULTANT'S** request, the **COUNTY** shall consider the facts and extent of any failure to perform the work and, if the **CONSULTANT'S** failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the **COUNTY'S** rights to change, terminate, or stop any or all of the work at any time.

SECTION 16 - CONTINGENT FEES

The **CONSULTANT** warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the **CONSULTANT**, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 17 - PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **CONSULTANT** certifies that it, its affiliates, suppliers, subcontractors 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).

SECTION 18 - MODIFICATIONS OF WORK

The **COUNTY** reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the **CONSULTANT** of the **COUNTY'S** notification of a contemplated change, the **CONSULTANT** shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the **COUNTY** of any estimated change in the completion date, and (3) advise the **COUNTY** if the contemplated change shall affect the **CONSULTANT'S** ability to meet the completion dates or schedules of this Agreement.

If the **COUNTY** so instructs in writing, the **CONSULTANT** shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the **COUNTY'S** decision to proceed with the change.

If the **COUNTY** elects to make the change, the **COUNTY** shall initiate an Agreement Amendment and the **CONSULTANT** shall not commence work on any such change until such written amendment is signed by the **CONSULTANT** and approved and executed on behalf of Palm Beach County.

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

OWNER:
Palm Beach County, a Political Subdivision
of the State of Florida, by and through its
Board of County Commissioners:

BY: _____
Shelley Vana, Chair

SEAL

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

BY: _____
(Deputy Clerk)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: *[Signature]*

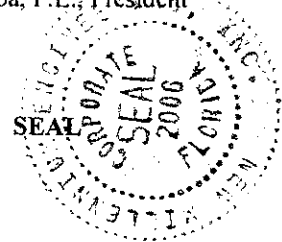
APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

CONSULTANT:
New Millennium Engineering, Inc.

BY: *[Signature]*
Eugenio L. Ochoa, P.E., President

CORPORATE SEAL



ATTEST WITNESS:

BY: Wei Yang Wang
(Print Name)

[Signature]
(Signature)

BY: MARTA LLANO
(Print Name)

[Signature]
(Signature)

EXHIBIT "A"

EXHIBIT "A"

**CONSTRUCTION ENGINEERING AND INSPECTION
SCOPE OF SERVICES**

FOR

West Atlantic Avenue (SR 806) from West of Lyons Road to Starkey Road

Financial Project ID(s): 229658-3-58-01

Palm Beach County Project No. 2004602

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SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION

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:

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

The projects for which the services are required are:

Palm Beach County Project No. 2004602
Financial Project IDs: 229658-3-58-01
Description: Transportation Regional Incentive Program (TRIP) Project
West Atlantic Ave. (SR 806) from West of Lyons Rd. to Starkey Rd.
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 FDOT Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person, such as the Senior Project Engineer, and the Consultant's 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.

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

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 Financial Project ID: 229658-3-58-01

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 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.

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate			
Financial Project ID	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
229658-3-58-01	March 11, 2011	January 9, 2012	600

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.

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- 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 each 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 are available through the County's Internet website.

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. 2004602
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during performance of this Agreement. Field office equipment should be maintained and operational at all times.

6.2 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 and will be compensated by the County.

6.3 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.

6.4 Field Equipment:

The Consultant shall supply 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.

6.5 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.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida County of Health.

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.

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 and approve Supplemental Agreements within the thresholds established in the CPAM. However, the Consultant must seek

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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, which exceeds the 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 County action or direction.

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, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys. The District Final Estimates 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 District Final Estimates 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.

Consultant shall be responsible for monitoring and inspection of Contractor's Work Zone Traffic Control Plan and review of modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the County's procedures. Consultant employees performing such services shall be qualified in accordance with the County's procedure.

9.4 Sampling and Testing:

The Consultant shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The

Palm Beach County Project No. 2004602
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Consultant shall provide daily surveillance of the Contractor's Quality Control activities at the project site and perform the sampling and testing of materials and completed work items that are normally done in the vicinity of the project for verification and acceptance.

The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The County will monitor the effectiveness of the Consultant's testing procedures through surveillance and obtaining and testing independent assurance samples.

Sampling, testing and laboratory methods shall be as required by the County's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the Consultant shall be submitted to responsible parties during the same week that the construction work is done.

The Consultant shall be responsible for transporting samples to be tested.

The Consultant will input verification testing information and data into the Florida Department of Transportation's database, otherwise known as, Laboratory Information Management System (LIMS).

9.5 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 County's procedure. The Consultant shall provide appropriate staff to attend and participate in the pre-service 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.

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- (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) 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.
- (5) 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.
- (6) 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.
- (7) 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 new media, etc., prior to release.
- (8) 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.

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- (9) 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.
- (10) The Consultant shall have a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction. The digital photographs should be taken with a frequency designed to reveal changes in the surfaces of the Project, which can be compared to other project data including daily reports of construction and scheduling updates. 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 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.

9.6 Geotechnical Engineering:

The Consultant shall observe the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify discrepancies, and direct the Contractor to correct such observed discrepancies. All services under this section will be performed in accordance to FDOT Specification Section 455.

The Geotechnical Engineer will provide the following services with the assistance of a qualified inspector who has completed the FDOT Drilled Shaft/Pile Driving Qualification Courses.

1) Drilled Shafts:

- a) Review the drilled shaft installation plan submitted by the Contractor for materials, methods, equipment, etc., and provides recommendations to the County within five (5) working days of the Contractor's submission.
- b) Observe installation of test methods shaft(s) such that it is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract. The Consultant shall report on the adequacy of the Contractor's methods and propose any changes to the Contractor within one week of completion of the test methods shaft(s) construction.
- c) Observe construction of test shafts and production shafts. This includes review of testing of drilling slurry, core drilling and core logs, and other procedures as required.
- d) Inspect the bottom of the shafts for cleanliness using manual soundings.
- e) Provide all necessary forms and keep a log of all inspections made of the shafts. These logs made during the shaft inspections shall be turned over to the County within five (5) days after completion of any shaft.

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- f) Provide to the County a written report of all test shaft installations.
- g) When conditions occur which are different from those indicated on the plans, the County's Engineer of Record shall make adjustments to the authorized depths as necessary to obtain the necessary shaft capacity.
- h) Perform Pile Integrity Testing as required to verify shaft uniformity and to detect shaft defects.

9.7 Utility Coordination:

It shall be the responsibility of the Consultant to monitor utility coordination such that 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 agreed 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.

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 County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

Before the project begins, all project staff shall have a working knowledge of the current 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

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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's procedures, Specifications and Design Standards. The District Construction 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:

FDOT 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.

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.

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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:

FDOT Intermediate MOT
CTQP Final Estimates Level II

Certifications:

SSPC course: C-3 Supervisor/Competent Person Training for Deleading of Industrial Structures (If applicable)

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

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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 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)

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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 De-leading 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.)

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.

ASPHALT PLANT INSPECTOR - High School graduate or equivalent plus one (1) year experience in the surveillance and inspection of hot mix asphalt plant operations and the following:

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Qualifications:

CTQP Asphalt Plant Level I
CTQP Asphalt Plant Level II
CTQP Final Estimates Level I

Certifications:

None

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.

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 short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

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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:

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 Records:

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

C. Control of Sub-consultants and Vendors:

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

D. Quality Assurance Certification:

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

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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, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the County's Procedures.

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 District Final Estimate 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's procedures.

12.3 Offer of Final Payment:

The Consultant shall prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the DFEO. 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 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 District Construction and Consultant Invoice Transmittal System (CITS) 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 the County, and prior to performance of work, the Consultant may subcontract for engineering surveys, materials testing, or 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

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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"

Palm Beach County Project No. 2004602
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EXHIBIT "B"
SUMMARY OF CEI COSTS

Stage I, II or III

~~A-21~~

Date

Updated Info

PROJECT NAME: West Atlantic Avenue West of Lyons Road to Starkey Roa
 CONTRACT NUMBER: [] Upload
 AD NUMBER: [] Dist # 0 Seq # 1
 PROJECT NUMBER: 2004602
 AMENDMENT #: [] Last
 PLANNED START DATE: 1/1/12 Update: 8/28/11
 PLANNED END DATE: 2/28/13
 PROJECT LENGTH: 14 Mths
 Rates/Actuals: RTE AFP
 Version: 3.5

CONSULTANT INFORMATION

CONSULTANT	FEID	TYPE	OH	FCCM	OMDS	EXP	Multiplier	COMMENTS
New Millennium Engineering, Inc.	✓ F204808301	P	✓ 106.74%	✓ 0.009%	26.00%	✓ 21.28%	✓ 254.03%	
Wantman Group, Inc.	✓ F660271367	S	✓ 194.00%	✓ 0.761%	0.00%	✓ 4.69%	✓ 299.45%	
Radise International, LC	✓ F660786837	S	✓ 184.13%	✓ 6.413%	0.00%	✓ 4.24%	✓ 294.78%	

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Updated Info

Transfer to Salary Analysis

Mtd/Yrs: Mid

EMPLOYEE INFORMATION

CONSULTANT	EMPLOYEE NAME	POSITION			PRO. SALARY	NEGO. SALARY	WEIGHT FACTOR	PROPOSED		NEG. SALARY
		NAME	#	COMP. ELEMENT				CLASS AVG.	AVG.	
New Millennium Engineering, Inc.	Geoffrey Parker	CEI Senior Project Engineer		CEI Services	\$ 50.00			\$ 50.00	\$ 50.00	
New Millennium Engineering, Inc.	Julio Torres	CEI Contract Support Specialist		CEI Services	\$ 25.75			\$ 25.75	\$ 25.75	
New Millennium Engineering, Inc.	Angel Garcia	CEI Senior Inspector/Senior Engineer Int		CEI Services	\$ 27.00			\$ 27.00	\$ 27.00	
New Millennium Engineering, Inc.	Pedro Castillo	CEI Inspector/Engineer Intern		CEI Services	\$ 21.00			\$ 21.00	\$ 21.00	
New Millennium Engineering, Inc.	Lianne Arias	CEI Res Compliance Specialist		CEI Services	\$ 15.20			\$ 15.20	\$ 15.20	
Wantman Group, Inc.	James Richie	CEI Project Administrator/CEI Project En		CEI Services	\$ 32.00			\$ 32.00	\$ 32.00	
Wantman Group, Inc.	Chastain Johnson	Utility Coordinator		CEI Services	\$ 34.41			\$ 34.41	\$ 34.41	
Radise International, LC	Kumar Allady	Geotechnical Engineer		Testing Services	\$ 42.41			\$ 42.41	\$ 42.41	
Radise International, LC	Sasidhar Ayithi	Project Engineer		Testing Services	\$ 35.62			\$ 35.62	\$ 35.62	

Exhibit "B" - Page 4 of 16

Updated
Info

OTHER DIRECT EXPENSE

CONSULTANT	ITEM	PER UNIT COST	UNIT OF MEASURE	# UNITS	COMP. ELEMENT	TOTAL	COMMENT
New Millennium Engineering, Inc.	Field Office Rent	\$ 1,650.00	Unit	14	CEI Services	\$ 23,100.00	
New Millennium Engineering, Inc.	Utilities	\$ 414.02	Unit	14	CEI Services	\$ 5,796.28	

✓ \$ 28,896.28

Exhibit "B" - Page 5 of 16

Updated Info

Transfer Burdened



Mid/Yrs: Mid

LOADED RATE

CONSULTANT	ITEM	UNIT OF MEASURE	RATES		COMP. ELEMENT	WEIGHT FACTOR	AVERAGE
			PRO.	NEGO.			
Radise International, LC	Earthwork - 1.1	Unit	\$ 175.00		Testing Services		\$ 175.00
Radise International, LC	Earthwork - 1.2	Unit	\$ 175.00		Testing Services		\$ 175.00
Radise International, LC	Earthwork - 1.3	Unit	\$ 250.00		Testing Services		\$ 250.00
Radise International, LC	Earthwork - 1.4	Unit	\$ 415.00		Testing Services		\$ 415.00
Radise International, LC	Earthwork - 1.5	Unit	\$ 1,935.00		Testing Services		\$ 1,935.00
Radise International, LC	Concrete - 1.6	Unit	\$ 2,160.00		Testing Services		\$ 2,160.00
Radise International, LC	CSL	Unit	\$ 1,800.00		Testing Services		\$ 1,800.00

Exhibit "B" - Page 6 of 16

WORK EFFORT

Updated Info

UNLOADED

Name of Prime Consultant New Millennium Engineering, Inc.

Consultant	Staff Classification	Element	OT	Midpoint			Rate	Hours	Cost
				Rate	Hours	Cost			
New Millennium Engineering	CEI Contract Support Specialist	CEI Services	<input type="checkbox"/>	\$ 25.75	500	\$ 12,875.00			
New Millennium Engineering	CEI Inspector/Engineer Intern	CEI Services	<input checked="" type="checkbox"/>	\$ 21.00	1980	\$ 41,580.00			
New Millennium Engineering	CEI Res Compliance Specialist	CEI Services	<input type="checkbox"/>	\$ 15.20	231	\$ 3,511.20			
New Millennium Engineering	CEI Senior Inspector/Senior Engineer Intern	CEI Services	<input checked="" type="checkbox"/>	\$ 27.00	1980	\$ 53,460.00			
New Millennium Engineering	CEI Senior Project Engineer	CEI Services	<input type="checkbox"/>	\$ 50.00	231	\$ 11,550.00			
Wantman Group, Inc.	CEI Project Administrator/CEI Project Engineer	CEI Services	<input type="checkbox"/>	\$ 32.00	1485	\$ 47,520.00			\$122,976.2
Wantman Group, Inc.	Utility Coordinator	CEI Services	<input type="checkbox"/>	\$ 34.41	46.2	\$ 1,589.74			\$49,109.74
Radise International, LC	Geotechnical Engineer	Testing Services	<input type="checkbox"/>	\$ 42.41	18	\$ 763.38			
Radise International, LC	Project Engineer	Testing Services	<input type="checkbox"/>	\$ 35.62	45	\$ 1,602.90			\$2,361.28
			<input type="checkbox"/>						
			<input type="checkbox"/>						

Exhibit "B" - Page 7 of 16

Updated Info

WORK EFFORT

LOADED

Name of Prime Consultant : *New Millennium Engineering, Inc.*

	Item	Element	Rate	Midpoint		Cost
				# Units	Unit	
Radise International, LC	Concrete - 1.6	Testing Services	\$ 2,160.00	1	Unit	\$ 2,160.00
Radise International, LC	CSL	Testing Services	\$ 1,800.00	4	Unit	\$ 7,200.00
Radise International, LC	Earthwork - 1.1	Testing Services	\$ 175.00	5	Unit	\$ 875.00
Radise International, LC	Earthwork - 1.2	Testing Services	\$ 175.00	4	Unit	\$ 700.00
Radise International, LC	Earthwork - 1.3	Testing Services	\$ 250.00	42	Unit	\$ 10,500.00
Radise International, LC	Earthwork - 1.4	Testing Services	\$ 415.00	1	Unit	\$ 415.00
Radise International, LC	Earthwork - 1.5	Testing Services	\$ 1,935.00	1	Unit	\$ 1,935.00

\$ 23,785.00

Exhibit "B" - Page 9 of 16

FEE CALCULATION

Updated Info

CEI Services

Testing Services

CONSULTANT	TOTALS
<u>New Millennium Engineering, Inc.</u>	
Labor(Unloaded)	\$ √ 132,480.20
Overhead % √ 106.74%	\$ √ 141,409.37
Operating Margin % √ 26.00%	\$ √ 34,444.85
FCCM % √ 0.009%	\$ √ 11.92
Expense % √ 21.28%	\$ √ 28,191.79
Loaded	
Premium O/T	\$ √ 4,752.00
Other Expense	\$ √ 28,896.28
TOTAL:	\$ √ 370,186.41
<u>Wantman Group, Inc.</u>	
Labor(Unloaded)	\$ √ 49,109.74
Overhead % √ 194.00%	\$ √ 95,272.90
Operating Margin %	
FCCM % √ 0.761%	\$ √ 373.73
Expense % √ 4.69%	\$ √ 2,303.25
Loaded	
Premium O/T	
Other Expense	
TOTAL:	\$ √ 147,059.62
<u>Radise International, LC</u>	
Labor(Unloaded)	
Overhead %	
Operating Margin %	
FCCM %	
Expense %	
Loaded	
Premium O/T	
Other Expense	
TOTAL:	\$ -

CONSULTANT	TOTALS
<u>New Millennium Engineering, Inc.</u>	
Labor(Unloaded)	
Overhead %	
Operating Margin %	
FCCM %	
Expense %	
Loaded	
Premium O/T	
Other Expense	
TOTAL:	\$ -
<u>Wantman Group, Inc.</u>	
Labor(Unloaded)	
Overhead %	
Operating Margin %	
FCCM %	
Expense %	
Loaded	
Premium O/T	
Other Expense	
TOTAL:	\$ -
<u>Radise International, LC</u>	
Labor(Unloaded)	\$ √ 2,366.28
Overhead % √ 184.13%	\$ √ 4,357.03
Operating Margin %	
FCCM % √ 6.413%	\$ √ 151.75
Expense % √ 4.24%	\$ √ 100.33
Loaded	\$ √ 23,785.00
Premium O/T	
Other Expense	
TOTAL:	\$ √ 30,760.39

Exhibit "B" - Page 10 of 16

BURDENED UNLOADED RATES

Consultant	Item	Element	Midpoint Rate	Rate
New Millennium Engineering, Inc.	CEI Contract Support Specialist	CEI Services	\$ √ 65.41	
New Millennium Engineering, Inc.	CEI Inspector/Engineer Intern	CEI Services	\$ √ 53.35	
New Millennium Engineering, Inc.	CEI Res Compliance Specialist	CEI Services	\$ √ 38.61	
New Millennium Engineering, Inc.	CEI Senior Inspector/Senior Engineer Intern	CEI Services	\$ √ 68.59	
New Millennium Engineering, Inc.	CEI Senior Project Engineer	CEI Services	\$ √ 127.02	
Wantman Group, Inc.	CEI Project Administrator/CEI Project Engineer	CEI Services	\$ √ 95.82	
Wantman Group, Inc.	Utility Coordinator	CEI Services	\$ √ 103.04	
Radise International, LC	Geotechnical Engineer	Testing Services	\$ √ 125.02	
Radise International, LC	Project Engineer	Testing Services	\$ √ 105.00	

Exhibit "B" - Page 11 of 16



FEE SUMMARY



CONTRACT DETAIL	CONSULTANT TOTALS	CONTRACT TOTAL
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New Millennium Engineering, Inc.

Labor(Unloaded)		\$ ✓ 132,480.20
Overhead %	106.74%	\$ ✓ 141,409.37
Operating Margin %	26.00%	\$ ✓ 34,444.85
FCCM %	0.009%	\$ ✓ 11.92
Loaded		
Premium O/T		\$ ✓ 4,752.00
Expense %	21.28%	\$ ✓ 28,191.79
Other Expense		\$ ✓ 28,896.28
CONSULTANT COST:		\$ ✓ 370,186.41

SUBCONSULTANTS

CEI Services : Wantman Group, Inc.
 Testing Services : Radise International, LC

✓	147,059.62
Ⓜ ✓	30,760.39
✓	<u>548,006.42</u>

~ * 2 5403% multiple

LAB CERTIFICATIONS

November 29, 2011
RADISE Project No: P111109C
(revised)

Mr. Eugene Ochoa
New Millennium Engineering
4868 SW 72nd Avenue
Miami, FL 33155

Phone: (305) 667-4772
Cell: (561) 655-0655
Fax: (305) 667-1790
Email: eochoa@nmdceng.net

**USACE Certified
QA Managers**



Proposal for Laboratory Testing Services
Atlantic Avenue Reconstruction
Palm Beach County (93030)
State Road No. 806
Palm Beach County No.: 2004602

**GTQP CERTIFIED
TEAM**

INTRODUCTION

RADISE International, LC (RADISE) is pleased to submit this proposal to provide laboratory testing services in connection with the above referenced project. Our laboratory is certified by the Construction Materials Examination Council (CMEC), ASSHTO Materials Referenced Laboratory (AMRL), approved by the Florida Department of Transportation (FDOT) and validated by United States Army Corps of Engineers (USACE).

Our estimate is based on quantities available to us at the time of bidding and has been developed following review of the project plans and specifications, and our experience with similar projects. It is subject to change due to factors beyond our control.

SCOPE OF WORK

The scope of work that we propose to undertake for the project will entail three (3) main tasks: (1) laboratory soils testing for embankment and utility backfill components, (2) laboratory concrete testing and (3) CSL testing and laboratory concrete testing for the drill shafts. Components of each task are described hereafter.

1. Field & Laboratory Testing for Embankment and Utility Backfill

- a. Perform laboratory tests on the embankment components in accordance with the following AASHTO Standards:
 - Laboratory moisture-density relationship in accordance with AASHTO T-180 / T-99

New Millennium
Atlantic Avenue Reconstruction
RADISE Project No: P111109C
November 23, 2011

Page No.:2

- Limerock Bearing Ratio (LBR) in accordance with FM 5-515
- Gradation (including passing # 200 sieve) in accordance with AASHTO T-88
- Liquid Limit Test in accordance with AASHTO T-89
- Moisture content using the oven dry method in accordance with AASHTO T-265

2. Structural Concrete Testing

- The specimens will be cast by the client (New Millennium Engineering)
- Following initial curing the specimens will be transported to our laboratory for further curing and then tested for compressive strength in accordance with the project specifications. For the purpose of this proposal, we have assumed one (1) set of 5, 4-inch diameter by 8-inch high cylinders will be required for each 50 cubic yards of concrete (per class) placed.

3. Field & Laboratory Testing for Drilled Shafts

- CHAMP CSL shaft testing.
- The concrete specimens will be cast by the client (New Millennium Engineering)
- Following initial curing the specimens will be transported to our laboratory for further curing and then tested for compressive strength in accordance with the project specifications. For the purpose of this proposal, we have assumed one (1) set of 5, 4-inch diameter by 8-inch high cylinders will be required for each 50 cubic yards of concrete (per class) placed.

COMPENSATION

We propose to render the field and laboratory testing services discussed previously on a time-and-expense basis. A detailed breakdown of the cost estimate is presented in Attachment A. Since we have no control over the construction schedule or methods of construction, the estimated fees should not be considered as a lump sum. We will bill on a unit rate basis for actual work performed and will not exceed the budget without prior verbal or written approval.

RADISE appreciates the opportunity to submit this proposal and look forward to the opportunity of working with you. In the event that you have any questions or would like to discuss the details of this proposal, please do not hesitate to give us a call at (561) 841-0103.

Sincerely,

RADISE International
Infrastructure Engineers • Software Developers

Newton M. Brooks
Construction Services Manager

Kumar Allady, P.E.
President

Attachments: A - RADISE SCOPE OF WORK AND COST ESTIMATE
 B - GENERAL TERMS AND CONDITIONS

**ATTACHMENT A
SCOPE AND ESTIMATED BUDGET
QUALITY CONTROL TESTING SERVICES
ATLANTIC AVENUE RECONSTRUCTION
STATE ROAD 806**

**PALM BEACH COUNTY No.: 2004602
RADISE Project No.: P111109C**

November 29, 2011

ITEM DESCRIPTION	UNIT RATE	UNITS	QUANTITY	AMOUNT
LABORATORY TESTING SERVICES - EARTHWORK				
1.1 <i>Utility Backfill</i>				
1.1.1 Moisture Density Relationship AASHTO T-99 (1 per soil type)	\$ 95.00	Test	5	\$ 475.00
1.1.2 Particle Size Analysis AASHTO T-88	\$ 80.00	Test	5	\$ 400.00
1.2 <i>Embankment - 95,462 CY</i>				
1.2.1 Particle Size Analysis AASHTO T-88	\$ 80.00	Test	4	\$ 320.00
1.2.2 Moisture Density Relationship AASHTO T-99	\$ 95.00	Test	4	\$ 380.00
1.3 <i>Type B Stabilization - 47,120 SY (768,348 square feet)</i>				
1.3.1 Limerock Bearing Ratio (LBR) FM 5-515 (1 every 10,000 sf)	\$ 250.00	Test	42	\$ 10,500.00
1.4 <i>Optional Base Group 01 - 1,213 SY (18,917 sf)</i>				
1.4.1 Limerock Bearing Ratio (LBR) FM 5-515 (1 every 40,000 sf)	\$ 250.00	Test	1	\$ 250.00
1.4.2 Liquid limit, Plastic Limit and Plasticity Index AASHTO T-89	\$ 85.00	Test	1	\$ 85.00
1.4.3 Particle Size Analysis AASHTO T-88	\$ 80.00	Test	1	\$ 80.00
1.5 <i>Optional Base Group 07 - 40,298 SY (362,682 sf)</i>				
1.5.1 Moisture Density Relationship AASHTO T-180 (1 every 40,000 sf)	\$ 95.00	Test	16	\$ 1,520.00
1.5.2 Limerock Bearing Ratio (LBR) FM 5-515	\$ 250.00	Test	1	\$ 250.00
1.5.3 Liquid limit, Plastic Limit and Plasticity Index AASHTO T-89	\$ 85.00	Test	1	\$ 85.00
1.5.4 Particle Size Analysis AASHTO T-88	\$ 80.00	Test	1	\$ 80.00
			Subtotal	\$ 14,425.00
LABORATORY TESTING SERVICES - CONCRETE				
1.6.1 Concrete Class NS - Gravity Walls (704.8 cubic yards)	\$ 15.00	Cylinder	75	\$ 1,125.00
1.6.2 Concrete Class I - Endwalls (16.8 cubic yards)	\$ 15.00	Cylinder	5	\$ 75.00
1.6.3 Concrete Class II - Endwalls (333.2 cubic yards)	\$ 15.00	Cylinder	35	\$ 525.00
1.6.4 Concrete Class II - Retaining Walls (35 cubic yards)	\$ 15.00	Cylinder	5	\$ 75.00
			Subtotal	\$ 1,800.00
QC TESTING FOR ADJUSTED SLABES				
2.1 Crosshole Sonic Logging (CSL) Testing & Reporting	\$ 1,800.00	Each	4	\$ 7,200.00
2.2 Laboratory Concrete Testing - Cylinders	\$ 15.00	Cylinder	24	\$ 360.00
			Subtotal	\$ 7,560.00
PROJECT MANAGEMENT & ENGINEERING SUPPORT SERVICES (in Manhours)				
3.1 Project Manager (1.5 hours per month)	\$ 125.00	Hour	18	\$ 2,250.00
3.2 Staff Engineer QC Manager (Estimate 5 hours per month)	\$ 105.00	Hour	45	\$ 4,725.00
			Subtotal	\$ 6,975.00
LABORATORY AND FIELD TESTING SERVICES				
			Subtotal	\$ 28,760.00

NOTES/ASSUMPTIONS
4.1 Project management includes engineering time for the coordination and supervision of soil and concrete testing also review and preparation of field and laboratory reports completed in accordance with Florida Statutes, Chapter 471
4.2 Assume soil and concrete samples will be delivered to the laboratory
4.3 Work performed on weekends, holidays, before 7:00 am, after 5:00 pm or over 40 hours per week per person will be charged at 1.3 times the normal unit rates

PARTICIPATION FOR MWBE/SBE CONSULTANTS
Contract

Project Name: West Atlantic Avenue from W. of Lyons Road to Stakey Road (CEI) **Project Number:** 2004602
Prime Vendor: New Millennium Engineering, Inc. **Resolution Number:**
Telephone: 561-655-0655 **Resolution Date:** 12/20/2011
Contact: Eugenio Ochoa, P.E. **Department:** Engineering & Public Works

MINORITY SUBCONTRACTORS

Minority Sub-Consultant	Type of Work Performed		Contract Dollar Amount for Sub-Consultant				
			Black	Hispanic	Women	Other	White Male
Radise International, LLC 4152 W BLUE HERON BLVD STE 22 RIVIERA BEACH, FL 33404 (561) 841-0103	Geotechnical	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	30,760.39	0.00
Total Contract Authorizatoin		Total MWBE	0.00	0.00	0.00	0.00	
\$548,006.42		Percentage	0.00%	0.00%	0.00%	0.00%	
		Total SBE	0.00	0.00	0.00	30,760.39	0.00
		Percentage	0.00%	0.00%	0.00%	5.61%	0.00%

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER (305)822-7800 FAX 305-558-4294 Collinsworth, Alter, Fowler & French LLC 8000 Governors Square Blvd., Suite 301 Miami Lakes, FL 33016 Zoraida Gonzalez Ext 159 zgonzalez@caffllc.com		12/08/2011
INSURED New Millennium Design Consultants, Inc. & New Millennium Engineering, Inc. 4868 SW 72 Avenue Miami, FL 33155		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. INSURERS AFFORDING COVERAGE NAIC # INSURER A: Hartford Casualty Insurance Co A XV 29424 INSURER B: Travelers Casualty & Surety Co A XIV 3119 INSURER C: Everest National Ins Co A XV 10120 INSURER D: INSURER E:

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

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	21SBMUF2265	09/01/2011	09/01/2012	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 - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB2043T487	01/01/2011	01/01/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	OTHER Professional Liability Claims-Made Form	79AE000503111	07/22/2011	07/22/2012	\$3,000,000 Ea Claim \$3,000,000 Policy Aggregate \$25,000 Ea Claim Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Palm Beach County Board of County Commissioners, a Political Subdivision of the Sate of Florida, its Officers, Employees and Agents are is listed as additional insured on the General Liability; excluding professional services. General Liability contains a waiver of subrogation in favor of the certificate holder. Issuing companies will provide 30 days written notice of cancellation; 10 days for non-payment.

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County c/o Department of Engineering & Public Works 2300 N. Jog Rd., 3rd Floor West Palm Beach, FL 33411-2745	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 <i>Meade Collinsworth</i>

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED FOR INFORMATION PURPOSES ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE OF LIABILITY INSURANCE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED.

DATE: 12/10/2011

INSURERS:

PRODUCER or BROKER:
Marsh Program & Franchise
a service of Seabury & Smith, Inc
PO Box 14404
Des Moines, IA 50306

A: Protective Insurance Company

B:

C:

D:

E:

INSURED:
New Millenium Engineering
4868 SW 72nd Ave.
Miami, FL 33155

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

COVERAGES:

INSURER LETTER	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCURRENCE				
A	AUTOMOBILE LIABILITY <input 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	LE001009-252769	03/02/2011	03/02/2012	Combined Single Limit. \$1,000,000 Bodily Injury per Person Bodily Injury per Acc. Property Damage:
	GARAGE LIABILITY ANY AUTO				
	EXCESS LIABILITY UMBRELLA OTHER Than UMBRELLA Form WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				

DESCRIPTION: Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory.

GPBR: 2QL1

HOLDER:

Palm Beach County Board of County Commissioners
a Political Subdivision of the State of Florida, its
Officers, Employees and Agents
c/o Department of Engineering & Public Works
2300 N. Jog Road, 3rd Floor
West Palm Beach, FL 33411-2745

CANCELLATION:

SHOULD ANY OF THE ABOVE 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 DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND.

VENDOR ID: 31459


AUTHORIZED REPRESENTATIVE