

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	<u>\$125,122</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$125,122</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 3500 Dept 361 Unit 1001-03 Object 6505

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
Intracoastal Crossings

Basic Services	\$63,345.00
Reimbursable Expenses	\$32,896.26
Staff Costs	
Roadway Production	\$19,250.00
Traffic	\$ 9,630.00
Fiscal Impact	<u>\$125,121.26</u>

C. Departmental Fiscal Review:

Alex Kovalainen

III. REVIEW COMMENTS

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

[Signature] 2/8/2012
OFMB
5/1/12
2/13/12
cc
2/16/12

[Signature] 2/9/12
Contract Dev. and Control
2-9-12 B. White

B. Approved as to Form and Legal Sufficiency:

[Signature] 2/13/2012
Assistant County Attorney

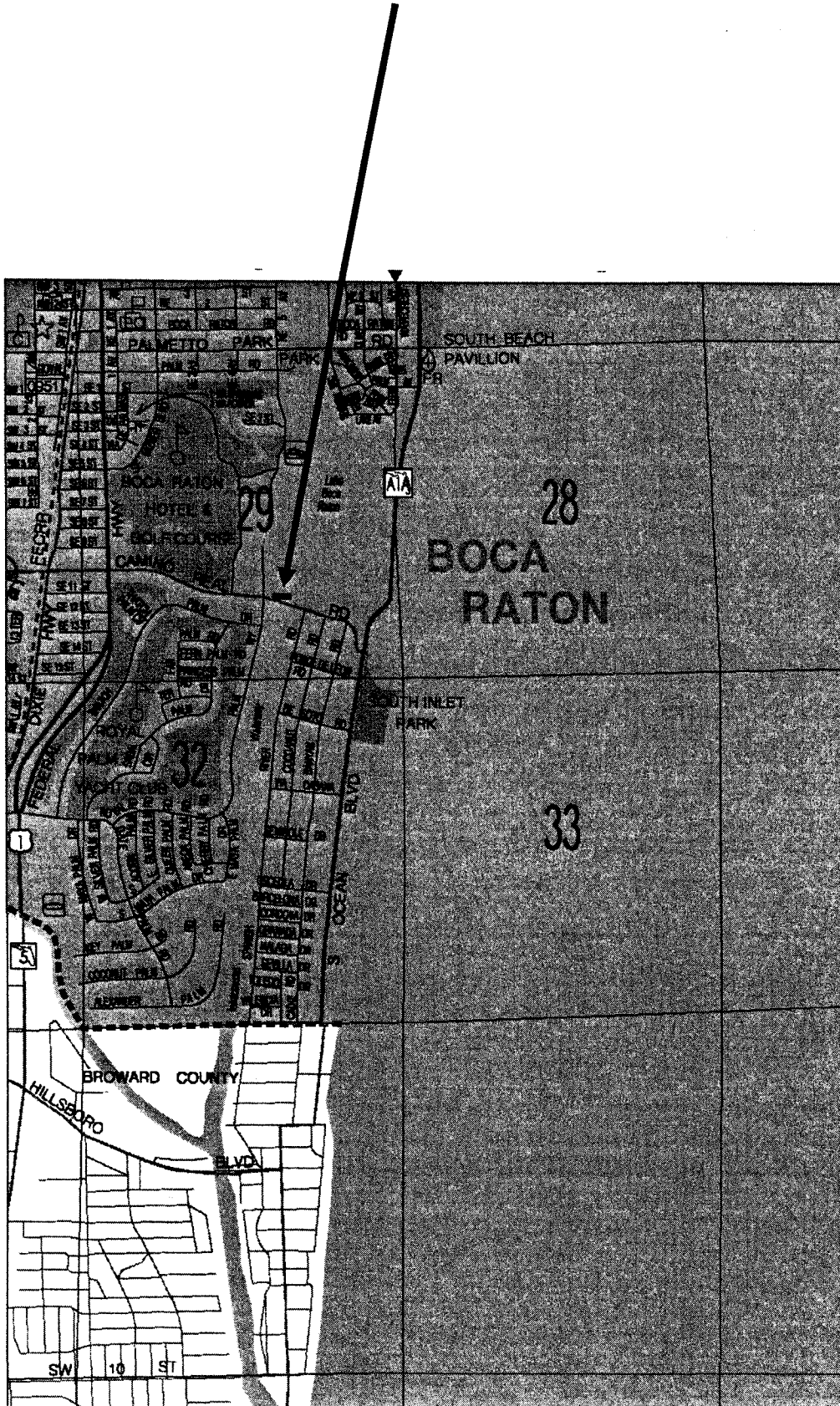
C. Other Department Review:

Department Director

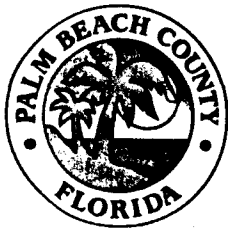
This summary is not to be used as a basis for payment.

ATTACHMENT 1

CAMINO REAL ROAD / BOCA CLUB BRIDGE
OVER INTRACOASTAL WATERWAY
PALM BEACH COUNTY PROJECT NO. 2003501



LOCATION MAP



Department of Engineering
and Public Works

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

Palm Beach County
Board of County
Commissioners

Karen T. Marcus, Chair
Shelley Vana, Vice Chair

Paulette Burdick

Steven L. Abrams

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

January 24, 2012

Bridge Design Associates, Inc.
1402 Royal Palm Beach Boulevard, Building 200
Royal Palm Beach, FL 33411
Attention: Mr. Brian C. Rheault, P.E., President

**RE: CAMINO REAL ROAD / BOCA CLUB BRIDGE
OVER INTRACOASTAL WATERWAY
PALM BEACH COUNTY PROJECT NO.: 2003501
NEW PROJECT AGREEMENT DATED JANUARY 19, 2012
ACCT. NO.: 3500-361-1001-03-6505 COMMISSION DISTRICT: 4**

Dear Mr. Rheault:

This letter serves as your "Notice to Proceed" with the Professional Services for the above referenced project, which was approved by the County Engineer on January 19, 2012. Please note that the Agreement requires separate specific authorization from the County prior to proceeding with any **Optional Services**.

Compensation for these services are approved as follows, and are not to be exceeded without authorization from Palm Beach County: **Basic Services** (Lump Sum) \$63,345.00; **Reimbursable Services** (Not to Exceed) \$32,896.26; for a total amount of **\$96,241.26**.

Final completion of services under this authorization shall be performed in an expeditious manner so as not to impact the current schedule, or as otherwise requested by the County in writing.

If you have any questions, please contact David Young, P.E., Special Projects Manager at 561/684-4149.

Sincerely,

David Young, P.E., Special Projects Manager
Roadway Production Division

DY:jd

Attachment

cc: Administrative Services, Fiscal (NTP)
Contract Development & Control
Finance Department
CCNA File (w/original)
Roadway Project File

ec: Omelio A. Fernandez, P.E., Director, Roadway Production Division
David Young, P.E., Special Projects Manager, Roadway Production Division
Kristine Frazell-Smith, P.E., Project Engineer, Roadway Production Division
Jorge Hernandez, TA III, Roadway Production Division
Rose Ann Clements, TA II, Roadway Production Division

F:\ROADWAY\CCNA\2003\2003501\Project\NTP.doc

ATTACHMENT 2

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

This is an Agreement made as of January 19, 2012 between **Palm Beach County (COUNTY)**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and **Bridge Design Associates, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at 1402 Royal Palm Beach Boulevard, Building 200, Royal Palm Beach, Florida 33411, and having Federal Tax I.D. #65-0030131. The COUNTY intends to modify and rehabilitate the bridge on **Camino Real Road / Boca Club Bridge over Intracoastal Waterway, Project No. 2003501** (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 study/design services in connection with the PROJECT as hereinafter stated which shall include normal civil engineering services, more particularly described in Exhibit "A" (Scope of Services).

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

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

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

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

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

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

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Services Requiring Authorization in Advance

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

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

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

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

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

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

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

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

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

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

SECTION 3 - COUNTY'S RESPONSIBILITY

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

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

SECTION 4 - PERIODS OF SERVICE

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

SECTION 5 - PAYMENTS TO CONSULTANT

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

5.1.1. Basic Services: The COUNTY will pay the CONSULTANT the lump sum of \$63,345.00 for completion of the Basic Services set forth in Exhibits "A" and "B".

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

5.1.2.1. Actual Salary costs times a factor of 3.0 for services rendered by principals and employees assigned to the PROJECT plus all reimbursable expenses.

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

5.1.3. Reimbursable Expenses: The COUNTY will pay the CONSULTANT the actual costs of all reimbursable expenses incurred in the provision of these services when authorized in writing by the COUNTY. These expenses will not exceed \$32,896.26 without additional authorization from the COUNTY.

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

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

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

5.2. Payments

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

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

5.3. **Other Provisions Concerning Payments**

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

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

5.4. **Definitions**

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

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

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Opinions of Cost**

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

SECTION 7 - GENERAL CONSIDERATION

7.1. **Termination**

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

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

7.2. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

7.3 Reuse of Documents

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

7.4. Insurance

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

7.4.1 **Commercial General Liability**

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

7.4.2. **Business Automobile Liability**

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

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

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

7.4.4. **Professional Liability**

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

7.4.5. **Additional Insured**

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

7.4.6. **Waiver of Subrogation**

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

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

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

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

7.4.8 **Umbrella or Excess Liability**

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

7.4.9 **Right to Review**

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

7.5. **Indemnification**

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

7.6. **Controlling Law and Venue**

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

7.7. **Successors and Assigns**

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

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

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

7.8 Subcontracting

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

In accordance with Palm Beach County Small Business Enterprise (SBE) Ordinance #2002-064, as amended from time to time, the annual goal for SBE participation for Professional Services is 15.0%. The CONSULTANT has committed to 80.0% for this Project.

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

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

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

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

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

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

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

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

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

7.9. **Personnel**

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

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

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

7.10. **Availability of Funds**

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

7.11. **Conflict of Interest**

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

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

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

7.12. **Independent Contractor Relationship**

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

7.13. **Access and Audits**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion 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.

7.14 **Severability**

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

7.15 **Entirety of Contractual Agreement**

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

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

7.16 **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 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 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.

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

8.2.1. Exhibit A: Scope of Services

8.2.2. Exhibit B: Fee Summary

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

8.2.4. Exhibit D: Participation for SBE Consultants

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

8.3. This Agreement (consisting of pages 1 to 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 9 - CRIMINAL HISTORY RECORDS CHECK

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

SECTION 10 - REGULATIONS; LICENSING REQUIREMENTS

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

SECTION 11 - ARREARS

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

SECTION 12 - NONDISCRIMINATION

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

SECTION 13 - AUTHORITY TO PRACTICE

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

SECTION 14 - 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 section within three (3) years following final payment.

SECTION 15 - 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 16 - 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 17 - 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 18 - 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 19 - 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, Florida

CONSULTANT:
Bridge Design Associates, Inc.

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

BY: Brian C. Rheault 1/6/12
Brian C. Rheault, P.E., President

CORPORATE SEAL

Kim Droggos
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: KIM DROGGOS
(Print Name)

BY: Ornelis A. Fernandez

Sasha Kishore
(Signature)

BY: SASHA KISHORE

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: Moderne Platts
Assistant County Attorney

EXHIBIT "A"

BRIDGE DESIGN ASSOCIATES, INC.
CONSULTING ENGINEERS

BRIAN C. RHEULT, P.E.
President

December 7, 2011

Palm Beach County
Roadway Production
2300 N. Jog Road
West Palm Beach, Florida 33411

*hope for
OK
DJH HRS 12/13/11*

Attention: Dave Young

Regarding: Camino Real Road / Boca Club Bridge over Intracoastal Waterway
Rehabilitation
Palm Beach County Project No.: 2003501

Dear Dave:

Based on the scope meeting held on October 26, 2011 and our site visit with the Road & Bridge Department, we have developed the following scope of services for your review.

The May 26, 2011 bridge inspection report has labeled the bridge structurally deficient with a sufficiency rating of 31.4. We understand Palm Beach County would like to rehabilitate the bridge to bring these ratings to acceptable levels.

Based on our knowledge of the bridge from the rehabilitation of the moveable spans in 2007 we know the following portions of the bridge need to be replaced or repaired:

Replace

1. Superstructure: (spans 1, 2, 4 and 5) including sidewalks and barriers
2. Substructure: Intermediate piers 2 and 5
3. Fender system: New whalers and pile cable ties
4. East and west approach slabs

Repair

5. Substructure: concrete restoration of bascule piers 1 and 2
6. East and West: slope protection on the canal banks beneath the bridge and adjacent shoreline
7. Forward and rear columns and stringers for the main drive gear and machine room framing.

Camino Real Road / Boca Club Bridge over Intracoastal Waterway Rehabilitation
Palm Beach County Project No.: 2003501
Page 2

In addition to the repairs and replacement items, the following site modifications have been requested:

8. Remove existing drainage scuppers from the bridge and incorporate a new storm water collection and treatment system at each end of the bridge.
9. Provide a new parking area for the bridge tenders and maintenance vehicles on the northeast corner of the bridge (4) spots.
10. Relocate the existing traffic lights and barriers to meet current F.D.O.T. standards (note: structural only, PBC to perform electrical modifications)
11. Re-grade existing roadway approach slabs
12. Modify the existing traffic circle on the west end to provide better sight visibility for traffic barriers and stop lights.
13. Remove existing or upgrade existing guardrails to meet current standards.
14. Replace advance warning and caution signs to current standards.
15. Widen the existing bridge lanes from 10'-0 to 11'-0 wide including approach roadway.
16. Relocate existing control house from the southeast corner to the northeast corner of the bridge.

Note: Items 15 and 16, if pursued, would require modifications to the bascule spans roadway grading, pedestrian guardrails and overhead lighting.

Due to the uncertainty regarding the feasibility and our ability to permit some of the proposed modifications to the site, we recommend the scope of service be divided into two phases:

Phase I Scope of Services

1. Preliminary design and layout of new control house and estimated cost.
2. Coast Guard and Florida Department of State meeting with Division of historic Resources to discuss the bridge widening and relocation of the control house.
3. Environmental study to determine wetland impacts.

Camino Real Road / Boca Club Bridge over Intracoastal Waterway Rehabilitation
Palm Beach County Project No.: 2003501
Page 3

4. Study feasibility and cost of widening the existing bascule spans 2'-0" to accommodate 11'-0" lanes.
5. Study the existing control panels and electrical equipment for re-use in new control house and cost to replace.
6. Cost estimate to repair and replace only structurally deficient items.
7. Cost estimate to modify functionally deficient items such as narrow traffic lanes and sidewalk, sub-standard traffic barriers, improper sight distances for stopping and opening storage lanes.
8. Feasibility Report
 - 8a. Cost and feasibility of widening the existing bridge to provide 11'-0" lanes and 6'-0" sidewalks
 - 8b. Cost & Feasibility of relocating the bridge tender house
 - 8c. Reasons for functionally obsolete designation and recommendations and time frames required to address various issues

Phase II Scope of Services

To be determined based on Phase I findings.

The attached Exhibits "A" and "B" are breakdowns by task for the Scope of Services identified as Phase I.

The proposed project schedule is attached.

We will deliver the following items for our Phase I services:

Two (2) copies of the Signed & Sealed Environmental Report regarding seagrass and wetland impacts.

Two (2) signed & sealed copies of the Feasibility Report addressing:

- Historical designation issue and effects on the proposed repairs and modifications
- Cost analysis addressing structure repair costs and functionally obsolete issues separately

Exhibit "A" - Page 4 of 4

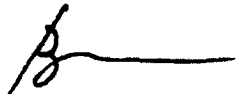
Camino Real Road / Boca Club Bridge over Intracoastal Waterway Rehabilitation
Palm Beach County Project No.: 2003501
Page 4

Preliminary plans and conceptual drawings showing the new control house layout elevations (11x17) and electronic files.

If you have any questions, please give me a call.

Respectfully,

BRIDGE DESIGN ASSOCIATES, INC.



Brian C. Rheault, P.E.
President

BCR:kedS:\2011-Jobs\Proposals\Boca Club Bridge Rehabilitation\Correspondence\proposal 12-07-11.wpd

EXHIBIT "B"

Exhibit "B" - Page 1 of 5

1.	Preliminary Design & Layout of new control house	\$22,125.00
2.	Coast Guard and Florida Department of State meeting with Division of Historical Resource to discuss the bridge widening and relocation of the control house	\$5,520.00
3.	Environmental study to determine wetland impacts Item #1	\$1,725.00
	Item #2	\$5,520.00
4.	Feasibility and cost of widening the existing bascule spans 2'-0 to accommodate 11'-0 lanes	\$18,720.00
5.	Study existing control panels and electrical equipment for re-use and span balancing	\$25,651.26
6.	Cost estimate for structurally deficient items.	\$3,180.00
7.	Cost estimate for functionally obsolete items	\$3,360.00
8.	Feasibility Study Addressing:	
8a.	Cost and feasibility of widening the existing bridge to provide 11'-0 lanes and 6'-0 sidewalks	\$990.00
8b.	Cost & Feasibility of relocating the bridge tender house	\$2,790.00
8c.	Reasons for functionally obsolete designation and recommendations and time frames required to address various issues	\$780.00
	Report	\$1,560.00
	Coordination	\$4,320.00
	TOTAL	\$96,241.26

BRIDGE DESIGN ASSOCIATES, INC.
 CAMINO REAL ROAD / BOCA CLUB RIDGE OVER INTRACOASTAL WATERWAY REHABILITATION
 SCOPE OF SERVICES PHASE I
 December 16, 2011
 HOURLY BREAKDOWN OF SERVICES
 EX-187 "B"

ACTMITY	CHEF ENGINEER	SENIOR ENGINEER	ENGINEER INTERN	ENGINEER TECHNICIAN	CAD TECHNICIAN	TOTAL HOURS BY ACTMITY	LABOR COST BY ACTMITY
	\$185.00	\$150.00	\$75.00	\$66.00	\$93.00		
1. Preliminary Design Control House							
Plan views of plan							
Below bridge deck	2.0	8.0			8.0	18.0	\$2,334.00
Bridge deck level	2.0	8.0			8.0	18.0	\$2,334.00
Upper control room	2.0	8.0			8.0	18.0	\$2,334.00
Roof	1.0	4.0			8.0	13.0	\$1,539.00
Elevations							
North Face	1.0	6.0			12.0	19.0	\$2,211.00
South Face	1.0	6.0			12.0	19.0	\$2,211.00
East Face	1.0	6.0			12.0	19.0	\$2,211.00
West Face	1.0	6.0			12.0	19.0	\$2,211.00
Coordination with Mechanical / Electrical Engineers	6.0					6.0	\$1,170.00
Preliminary Foundation Analysis	6.0	8.0	16.0			30.0	\$3,970.00
Subtotal							\$22,125.00
2. Coast Guard & Florida Department of State	16.0	16.0				32.0	\$5,520.00
Subtotal							\$5,520.00
3. Environmental Study (Reimbursable See Below)							
4. Feasibility of Widening Bascule Spans							
Review existing framing plan	4.0	16.0				20.0	\$3,180.00
Preliminary sizing of new members	4.0	16.0	16.0			36.0	\$4,380.00
Check new stress on existing members		32.0	16.0			48.0	\$6,000.00
Check balancing of spans	8.0	24.0				32.0	\$5,160.00
Subtotal							\$18,720.00
5. Existing Control Panels (Reimbursable see Below)							
6. Cost Estimate for Structural deficiencies	4.0	8.0	16.0			28.0	\$3,180.00
Subtotal							\$3,180.00
7. Cost Estimate for Functionally Obsolete Items	8.0	4.0	16.0			28.0	\$3,360.00
Subtotal							\$3,360.00
8. Feasibility Study							
8a Cost of widening existing bridge and sidewalk	2.0	2.0	4.0			8.0	\$990.00
8b Cost of relocation bridgetender house	2.0	8.0	16.0			26.0	\$2,790.00
8c Functionally obsolete designations	4.0					4.0	\$780.00
Report	8.0					8.0	\$1,580.00
Subtotal							\$6,120.00
Coordination with Subconsultants							
Electrical Mechanical / discuss balance issue and motors and brakes with	16.0	8.0				24.0	\$4,320.00
Subtotal							\$4,320.00
TOTAL MANHOURS	99.0	194.0	100.0	0.0	80.0	473.0	
DIRECT LABOR COST	\$19,305.00	\$29,100.00	\$7,500.00	\$0.00	\$7,440.00		\$63,345.00

ENGINEERING FEES REIMBURSABLES
 No. 3 Environmental \$7,245.00
 No. 5 Existing Control Panels \$25,651.28
 TOTAL \$96,241.28

✓ 3.0 mult. ph.



ISIMINGER & STUBBS ENGINEERING, INC.

COASTAL • ENVIRONMENTAL • MARINE

PRINCIPALS

Charles C. Isiminger, P.E.
Darwin C. Stubbs, P.E.

ASSOCIATES

Mark A. Powell, P.E.

Fee Estimate:

Bridge Design Associates, Inc.
Environmental Permit and U.S. Coast Guard Authorization Applications and Processing
Proposed Bridge Repair
Boca Club Bridge - AICWW
Boca Raton, Palm Beach County, Florida

Scope of Services Items 1 and 2

Item 1

Research and Review Documents -

Principal Professional Engineer - 1 hrs. at \$220/hr.	✓ \$ 220
Engineer Intern - 1 hrs. at \$115/hr.	✓ \$ 115
Administrative/Researcher - 1 hrs. at \$50/hr.	✓ \$ 50

On-site Reconnaissance -

Principal Professional Engineer - 4 hrs. at \$220/hr.	✓ \$ 880
Engineer Intern - 4 hrs. at \$115/hr.	✓ \$ 460

Total - ✓ **\$1,725**

Item 2

Prepare and Submit Permit Applications -

Principal Professional Engineer - 10 hrs. at \$220/hr.	✓ \$2,200
Engineer Intern - 28 hrs. at \$115/hr.	✓ \$3,220
Administrative/Researcher - 2 hrs. at \$50/hr.	✓ \$ 100

Total - ✓ **\$5,520**

11002.BDABCB.FE.01



1000 Sawgrass Corporate Parkway, Ste 544
Sunrise, FL 33323
T: 954.835.9119 • F: 954.835.9130
www.hardesty-hanover.com
email: fl@hardesty-hanover.com

HARDESTY & HANOVER, LLP
E N G I N E E R I N G

December 15, 2011

Brian Rheault
Bridge Design Associates, Inc.
1402 Royal Palm Beach Blvd.
Building 200
Royal Palm Beach, Florida 33411

Re: Boca Club over the ICWW Control House Relocation and Deck Widening Study

Dear Mr. Rheault:

As per your request we are pleased to submit our revised fee and scope for engineering services for the referenced bridge project. The scope of our services is limited as described below. Please refer to the attached breakdown for staff hours on an item-by-item basis.

1. Study the existing electrical/mechanical equipment for possible reuse in the proposed new bridge control house relocated to the northeast side of the bridge and for widening of the bascule span deck:

- Perform Field Inspection
- Review the Feasibility of Reusing the Existing Control System
- Research Cost of Relocating Versus Replacing the Existing Control System
- Review the Feasibility of Reusing the Existing Switchboard
- Research Cost of Relocating Versus Replacing the Existing Switchboard with an MCC
- Review the Feasibility of Reusing the Existing Drives
- Research Cost of Relocating Versus Replacing the Existing Drives
- Determine Need for New Submarine Cable
- Determine New/Relocated Misc. Mech/Elec Items for New House (Lighting, A/C, etc.)
- Analyze Existing Drive System to Accommodate Deck Widening
- Span Balance Calculations (Existing Condition Versus Proposed Widening)
- Review Counterweight Survey Provided by PBC to Determine Balance Capability
- Prepare Cost Estimate Document for the Various Options of Replace/Relocate
- Prepare Report of Findings and Recommendations
- Review 11/27/2007 Span Balance Report Provided by PBC.
Note that the span balance condition may have changed since November 2007. A subsequent strain gage test will be required prior to initiating the design phase to verify the study.

The total lump sum cost to perform services described above is **\$25,651.26**.

Thank you for your consideration.

Very Truly Yours,

Michael J. Sileno, P.E.
Principal Associate

Enclosure

Hardisty & Hanover, LLP
 1080 Brevard Corp Parkway Suite 540
 Sunrise, Florida 33323
 (954) 838-9119

FEE QUOTATION PROPOSAL

HARDISTY & HANOVER, LLP
 ENGINEERING

Description: Design Services for the Boca Club Bridge Over the ICWW Control House Relocation

Prepared BMS
 Date: 15-Dec-11

Design Activity	STAFF HOURS														Staff Hours by Activity	Salary Cost for Activity
	Principal Engineer	Project Manager	Struct Proj Eng	Struct Eng Tech	Senior Mech Eng	Mech Proj Eng	M/E CADD	Senior Elec Eng	Elec Proj Eng	Elec Eng Tech	Senior Hwy Eng	Highway Proj Eng	Highway H. Eng	Hours		
1 Phase I - Study																
Perform Field Inspection	1	1	0													
Review the Feasibility of Reusing the Existing Control System															26	1,237.80
Research Cost of Relocating Versus Replacing the Existing Control System															2	95.90
Review the Feasibility of Reusing the Existing Switchboard															2	95.90
Research Cost of Relocating Versus Replacing the Existing Switchboard with an MCC															2	95.90
Review the Feasibility of Reusing the Existing Drives															2	95.90
Research Cost of Relocating Versus Replacing the Existing Drives															2	95.90
Determine Need for New Submarine Cable															2	95.90
Determine New/Relocated Misc Mech/Elec Items for New House (Lighting, A/C, etc.)															2	95.90
Analyze Existing Drive System to Accommodate Deck Widening	1	2													6	327.20
Span Balance Calculations (Existing Condition Versus Proposed Widening)	4	3	32												43	1,984.95
Review Span Balance Condition - Strain Gage Test and Counterweight Survey															12	538.63
Prepare Cost Estimate Document for the Various Options of Replace/Relocate	2	2													16	744.88
Prepare Report of Findings and Recommendations	2	1	6												18	827.44
2 Phase II - Design (TBD)																
<i>Phase (Includes Design & Calculations)</i>																
General Electrical Plan															0	-
General Electrical Notes															0	-
Abbreviations and Symbols															0	-
One-Line Diagram															0	-
MCC Layout															0	-
Control Desk															0	-
Control Desk Details															0	-
Control Schematics (3 Sheets Showing Modifications, etc.)															0	-
Drive Relocation (Including Wiring)															0	-
Control House Electrical Floorplans & Reflected Ceiling Plans (3 Sheets)															0	-
Submarine Cable Details															0	-
CCTV Layout and Details															0	-
Control House Fire Alarm															0	-
Control House Lighting Protection															0	-
Conduit Schematic (Riser Diagram)															0	-
Conduit Schedule															0	-
Technical Special Provisions & Specifications															0	-
Quantities & Cost Estimating															0	-
Meetings (2 Phase Review Meetings)															0	-
Responses to Comments (2 Phases)															0	-

TOTAL MANHOURS	10	10	36	0	0	0	0	45	0	0	0	0	0	0	178	8,558.42
Hourly Salary Rate	196.00	147.90	152.97	28.00	140.00	133.00	120.00	147.90	161.20	50.00	50.00	50.00	50.00	50.00		
Totals S-H and Cost	1960.00	1479.20	12,943.92	0.00	0.00	0.00	0.00	6,610.50	7,254.00	0.00	0.00	0.00	0.00	0.00	8,988.00	10,648.42

TOTAL CONTRACT FEE COMPUTATION		Phase I	Phase II	(Check Appropriate Box)
Total Activity Salary Costs	\$	8,558.42	\$	<input checked="" type="checkbox"/> Initial Estimate
(at) Combined O-H and Profit Percent	\$	206.98%	200.00%	<input type="checkbox"/> Revision No. 1
Total Lump Sum Fee (Salary + Overhead + Profit)	\$	17,190.84	\$	<input type="checkbox"/> Revision No. 2
	\$	25,651.26	\$	

* 3.0 multiplier

Exhibit "B" - Page 5 of 5

EXHIBIT "C"

CERTIFICATION STATEMENTS

Project: Camino Real Road / Boca Club Bridge over Intracoastal Waterway

Project No.: 2003501

Consultant/Annual Consultant: Bridge Design Associates, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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

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

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

PROHIBITION AGAINST CONTINGENT FEES STATEMENT


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

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

The **CONSULTANT/ANNUAL 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, gender identity and expression.



Brian C. Rheault, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Exhibit "C" - Page 2 of 2

Project: Camino Real Road / Boca Club Bridge over Intracoastal Waterway

Project No.: 2003501

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

(Attach additional sheets as needed.)

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

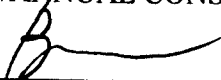
CONSULTANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence CONSULTANT'S/ANNUAL CONSULTANT'S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

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

THIS DISCLOSURE is submitted by Brian C. Rheault, P.E., as
(Name of Individual)

President, of Bridge Design Associates, Inc.
(Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)

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


(Signature)

12/20/11
(Date)

EXHIBIT "D"

PARTICIPATION FOR MWBE/SBE CONSULTANTS
 Contract

Project Name: Camino Real Road / Boca Club Bridge over Intracoastal Waterway **Project Number:** 2003501
Prime Vendor: Bridge Design Associates, Inc. **Resolution Number:**
Telephone: (561) 686-3660 **Resolution Date:**
Contact: Brian Rheault **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
Bridge Design Associates, Inc. 1402 ROYAL PALM BEACH BLVD BL ROYAL PALM BEACH, FL 33411 (561) 686-3660	Structural (Bridge)	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	63,345.00
Total Contract Authorizatoin \$96,241.26		Total MWBE	0.00	0.00	0.00	0.00	
		Percentage	0.00%	0.00%	0.00%	0.00%	
		Total SBE	0.00	0.00	0.00	0.00	63,345.00
		Percentage	0.00%	0.00%	0.00%	0.00%	65.82%

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Camino Real Rd./Boca Club Bridge over Intracoastal Waterway PROJECT NO. OR BID NO.: 2003501
 NAME OF PRIME BIDDER: Bridge Design Associates, Inc. ADDRESS: 1402 Royal Palm Beach Blvd., #200, Royal Palm Beach, FL 33411
 CONTACT PERSON: Brian C. Rheault, President PHONE NO.: 561-686-3660 FAX NO.: 561-791-1995
 BID OPENING DATE: _____ USER DEPARTMENT: Engineering & Public Works

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Bridge Design Associates, Inc. 1402 Royal Palm Beach Blvd., #200 Royal Palm Beach, Florida 33411	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	\$63,345.00	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total _____ Total SBE-M/WBE Participation Dollar Amount or Percentage of Work \$63,345.00 65.82%

Total Bid Price \$ 96,241.26

- Note:**
- The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 - Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and N/WBE, please indicate the dollar amount or percentage under the appropriate category.
 - M/WBE information is being collected for tracking purposes only.

Revised 03/15/2011

Client#: 7484

BRIDDES3

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/23/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ISU Suncoast Insurance Assoc P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200		CONTACT NAME: PHONE (A/C, No, Ext): 813 289-5200 FAX (A/C, No): 813 289-4561 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:															
INSURED Bridge Design Associates, Inc 1402 Royal Palm Beach Blvd., Bldg. 200 Royal Palm Beach, FL 33411		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co of Ameri</td> <td>25666</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER C: Travelers Casualty & Surety Co</td> <td>31194</td> </tr> <tr> <td>INSURER D: Ironshore Specialty Ins. Co.</td> <td>25445</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co of Ameri	25666	INSURER B: Travelers Indemnity Company	25658	INSURER C: Travelers Casualty & Surety Co	31194	INSURER D: Ironshore Specialty Ins. Co.	25445	INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
INSURER A: Travelers Indemnity Co of Ameri	25666																
INSURER B: Travelers Indemnity Company	25658																
INSURER C: Travelers Casualty & Surety Co	31194																
INSURER D: Ironshore Specialty Ins. Co.	25445																
INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

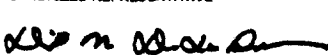
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR NBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC		6801508M36A	05/25/2011	05/25/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 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
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA1401L990	05/25/2011	05/25/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000 OCCUR CLAIMS-MADE		CUP9229Y604	05/25/2011	05/25/2012	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	UB6131Y700	05/25/2011	05/25/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
D	Professional Liability		001216200	11/27/2011	11/27/2012	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Liability coverage is written on a claims-made and reported basis.

(See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County Engineering 2300 N. Jog Road West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

DESCRIPTIONS (Continued from Page 1)

Re: "All Projects with Palm Beach County".

Professional Liability is written on a claims made and reported basis.

Retroactive date for Professional Liability is 01/01/1988. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agency are listed as additional insured with respects to the General Liability and Automobile Liability where required by written contract prior to a loss per policy terms and conditions.

Attachment 3

Project Schedule

NOTICE TO PROCEED

Preliminary control house 50% Submittal	60 days following NTP
Preliminary Bridge Widening Plan 50% submittal	60 days following NTP
Palm Beach County Review	30 days
Environmental Study	90 days following NTP
Control House layout	120 days following NTP
Bridge Widening Layout	120 days following NTP
Meeting with Coast Guard	120 days following NTP
Cost Estimates	150 days following NTP
Feasibility Report (Draft)	160 days following NTP
Palm Beach County Review	30 days
Feasibility Report (Final)	205 days following NTP