

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

|                |                                       |                                     |          |                          |                |
|----------------|---------------------------------------|-------------------------------------|----------|--------------------------|----------------|
| Meeting Date:  | July 2, 2013                          | <input checked="" type="checkbox"/> | Consent  | <input type="checkbox"/> | Regular        |
|                |                                       | <input type="checkbox"/>            | Workshop | <input type="checkbox"/> | Public Hearing |
| Department:    |                                       |                                     |          |                          |                |
| Submitted By:  | Engineering & Public Works Department |                                     |          |                          |                |
| Submitted For: | Roadway Production Division           |                                     |          |                          |                |

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to approve: a work task order to the Annual Agreement R2011-0704 in the amount of \$171,771.85 with Kimley-Horn and Associates, Inc. (KHA) for professional services for the Forest Hill Boulevard and Military Trail Intersection Improvements – Study project (Project).

**SUMMARY:** Approval of this work task order will provide the professional services necessary for the preparation of an intersection improvement study. KHA is a Palm Beach County company. The Small Business Enterprise (SBE) goal for the Project is 15%. KHA has committed to a 12.15% SBE participation for this Project, but has achieved 15.30% overall under this Annual Agreement R2011-0704.

District 2 and 3 (MRE)

**Background and Justification:** On May 17, 2011, the Board of County Commissioners (Board) approved an Annual Agreement R2011-0704 with KHA to provide professional services required for Countywide intersection improvement projects. Palm Beach County now desires KHA to prepare a study in two phases, as detailed in Exhibit "A" of the attached work task order. Phase One will analyze multiple alignment alternatives for design feasibility and select the most feasible alternatives for further study. Phase Two will perform a right-of-way study on the selected alternatives. The right-of-way study will provide a cost analysis of properties needed for improving the intersection including business damages. The fee, as detailed in Exhibit "A" of the attached work task order, has been negotiated as just and reasonable compensation as follows:

|  |  |
|--|--|
| Basic Services (Lump Sum) .....          | \$110,907.85 (Roadway Analysis and Plans). |
| Reimbursable Expenses (Not to Exceed)... | \$ 60,864.00 (Survey, Appraisal).          |
| Total:                                   | <u>\$171,771.85</u>                        |

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

**Attachments:**

1. Location Sketch
2. Work Task Order with Exhibits "A", "B", "C" and "D" and Certificate of Insurance (2)
3. Project Work Schedule

Recommended by: *[Signature]* 6/5/13  
 Division Director Date

Approved By: *[Signature]* 6/10/13  
 County Engineer Date

**II. FISCAL IMPACT ANALYSIS**

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

| Fiscal Years                            | 2013             | 2014       | 2015       | 2016       | 2017       |
|---|------------------|------------|------------|------------|------------|
| Capital Expenditures                    | \$240,487        | -0-        | -0-        | -0-        | -0-        |
| Operating Costs                         | -0-              | -0-        | -0-        | -0-        | -0-        |
| External Revenues                       | -0-              | -0-        | -0-        | -0-        | -0-        |
| Program Income (County)                 | -0-              | -0-        | -0-        | -0-        | -0-        |
| In-Kind Match (County)                  | -0-              | -0-        | -0-        | -0-        | -0-        |
| <b>NET FISCAL IMPACT</b>                | <b>\$240,487</b> | <b>-0-</b> | <b>-0-</b> | <b>-0-</b> | <b>-0-</b> |
| # ADDITIONAL FTE POSITIONS (Cumulative) |                  |            |            |            |            |

Is Item Included in Current Budget?                      Yes    X    No

**Budget Account No:**

Fund 3502    Dept 361    Unit 1362    Object 6505

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

Road Impact Fee Fund - Zone 2  
 Military Trail & Forest Hill Blvd. Intersection

New Task Authorization

|                       |                     |
|-----------------------|---------------------|
| Basic Services        | \$110,907.85        |
| Reimbursable Services | \$ 60,864.00        |
|                       | <u>\$171,771.85</u> |
| Staff Costs           |                     |
| Roadway Production    | \$ 34,355.00        |
| Right of Way          | \$ 8,590.00         |
| Survey                | \$ 8,590.00         |
| Traffic               | \$ 17,180.00        |
| Fiscal Impact         | <u>\$240,486.85</u> |

**C. Departmental Fiscal Review:**

*Alice Kovalainen*

**III. REVIEW COMMENTS**

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

*[Signature]* 6/10/2013  
 OFMB  
 6/10 abj 6/10

*[Signature]* 6/12/13  
 Contract Dev. and Control  
 6-12-13 Wheeler

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

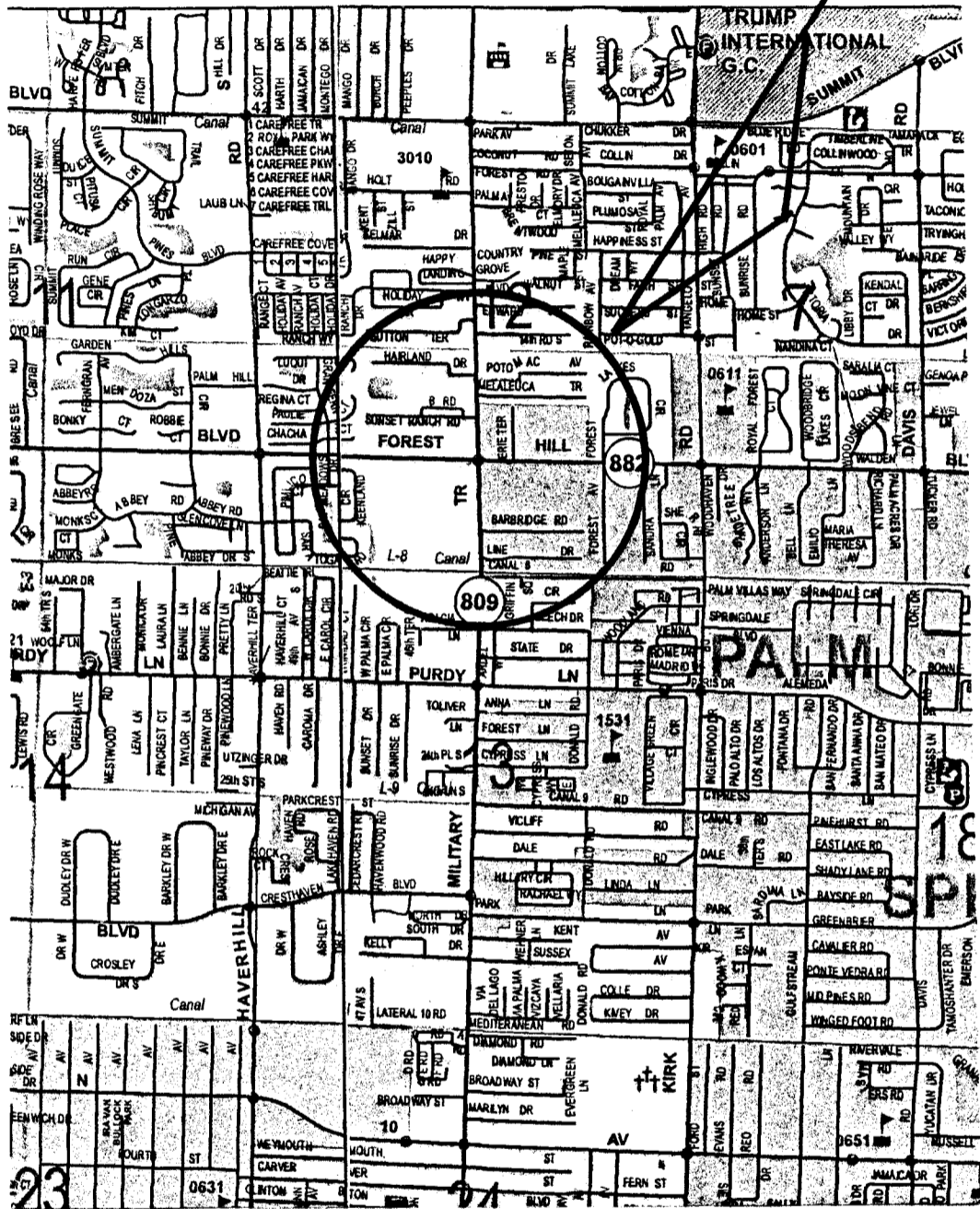
*[Signature]* 6/13/13  
 Assistant County Attorney

**C. Other Department Review:**

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

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

# FOREST HILL BOULEVARD AND MILITARY TRAIL INTERSECTION IMPROVEMENTS - STUDY PALM BEACH COUNTY PROJECT NO. 2012504S



LOCATION SKETCH

**ATTACHMENT 2**

**WORK TASK ORDER TO ANNUAL AGREEMENT BETWEEN**

**PALM BEACH COUNTY  
AND  
KIMLEY-HORN AND ASSOCIATES, INC.**

**FOR PROFESSIONAL ENGINEERING SERVICES ON**

**FOREST HILL BOULEVARD AND MILITARY TRAIL  
INTERSECTION IMPROVEMENTS - STUDY**

**PROJECT NO.: 2012504S  
PALM BEACH COUNTY, FLORIDA**

**THIS WORK TASK ORDER TO THE ANNUAL AGREEMENT**, made and entered into this day of \_\_\_\_\_ 2013 by and between Palm Beach County, hereinafter called the **COUNTY**, and Kimley-Horn and Associates, Inc. a Florida Corporation with an address of 1690 South Congress Avenue, Suite 100, Delray Beach, Florida 33445, hereinafter called the **CONSULTANT**.

**WITNESSETH**

**WHEREAS**, the **COUNTY** and **CONSULTANT** entered into an Annual Agreement for intersection improvements on a work task order basis on May 17, 2011 (R2011-0704).

**WHEREAS**, the **COUNTY** desires the **CONSULTANT** to perform intersection improvement services for Forest Hill Boulevard and Military Trail Intersection Improvements Study, Palm Beach County, Florida (hereinafter called the **PROJECT**); and,

**WHEREAS**, the **CONSULTANT** agrees to perform the intersection improvement services required for preparing a study to be carried out in two phases and will develop conceptual layout plans, including related documents for the **PROJECT**; and,

**Re: Forest Hill Boulevard and Military Trail Intersection Improvements - Study  
Project No.: 2012504S**

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

Basic Services in a lump sum fee of \$110,907.85;

Reimbursable Expenses capped at \$60,864.00;

Totaling \$171,771.85

**NOW, THEREFORE, THIS INDENTURE WITNESSETH:** That for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree as follows:

1. The **CONSULTANT** agrees to provide professional services as described in Exhibit "A" of the Work Task Order known as "SCOPE OF WORK & FEE".
2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Work Task Order.
3. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in Exhibit "C" of the Work Task Order.
4. The **CONSULTANT** has provided sub-consultant Letters of Intent to perform as an SBE as described in Exhibit "D" of the Work Task Order.
5. The **COUNTY** agrees to pay the **CONSULTANT** a fee of One Hundred Seventy-One Thousand, Seven Hundred Seventy-One Dollars and Eighty-Five Cents (\$171,771.85).

Except as hereby amended, changed or modified, all other terms, conditions and obligations of the Agreement dated **May 17, 2011 (R2011-0704)**, shall remain in full force and effect.

Re: Forest Hill Boulevard and Military Trail Intersection Improvements - Study  
Project No.: 2012504S

IN WITNESS WHEREOF, the parties hereto have made and executed this Work Task Order as of the day and year first above written.

OWNER:

Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida

BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
Steven L. Abrams, Mayor

CONSULTANT:

Kimley-Horn and Associates, Inc.  
a Florida Corporation

BY: \_\_\_\_\_  
Marwan Mufleh, P.E.  
Senior Associate, V.P.

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

BY: \_\_\_\_\_  
Deputy Clerk

SEAL

CORPORATE SEAL



WITNESS:  
BY: \_\_\_\_\_

James M. Sumistasi  
(Printed Name)

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: \_\_\_\_\_  
Domenic A. Formica

BY: \_\_\_\_\_  
Michael Schwarz

APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:

Michael Schwarz  
(Printed Name)

\_\_\_\_\_  
COUNTY ATTORNEY

**EXHIBIT "A"**



Kimley-Horn  
and Associates, Inc.

April 25, 2013

David Young, P.E.  
Palm Beach County  
Roadway Production  
2300 N Jog Road  
West Palm beach, FL 33411-2745

■  
1690 S Congress Ave  
Suite 100  
West Palm Beach, Florida  
33445

**Military Tr. and Forest Hill Blvd. Intersection Study**  
**County Project No. 2012504**  
**Fee Proposal**

Dear Mr. Young:

Enclose with this letter please find the revised scope and fee proposal. We have accepted all the County comments which we received today and updated the proposal accordingly. Below is the breakdown of the attachments. The scope of services provides a detailed description of each phase.

- Scope of Services
- Phase 1 fee proposal (Preliminary design analysis)
- Phase 2 fee proposal (Alternative evaluation analysis by right-of-way team)

Please let us know if you need anything else or have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Marwan Mufleh, P.E.  
Project Manager

*OK to proceed  
5/6/13*

*OK / WRA  
5/13/13*

■  
TEL 561 404 7241





## SCOPE OF SERVICES

1690 S. Congress Ave.  
Suite 100  
Delray Beach, FL 33445

### Military Trail and Forest Hill Blvd. Intersection Improvements

Palm Beach County Project Number: 2012504

July 24th, 2012  
Revised October 15, 2012

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#### I. DESCRIPTION

The County wishes to study potential traffic operation improvements for the Military Trail and Forest Hill Boulevard intersection and to determine preliminary impacts on the adjacent properties. The proposed improvements will encompass the addition of missing turn lanes on both intersecting roadways. Military Trail in its current typical section configuration is a six lane curbed roadway with single left turn lanes and no right turn lanes, whereas Forest Hill Blvd. is a six lane curbed roadway with dual left turn lanes and no right turn lanes.

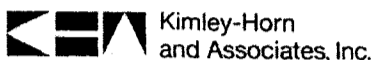
The proposed study will be carried out in 2 phases.

Phase 1 is to address the geometrics of the proposed improvements of additional turn lanes, assess potential impacts to roadway features such as drainage, signals, utilities and lighting, and prepare associated opinions of probable construction cost estimates (OPC) for the alternatives listed in section III B below:

The Consultant will present conceptual layout plans of those alternatives to the County for review and consideration.

Upon determining which alternative to pursue by the County, the Consultant will proceed to Phase 2 by assembling a team which will include a land planner, property appraiser and business damage consultant to assist in assessing the impacts of the proposed improvements on adjacent properties and the anticipated right-of-way need. Potential business damage will be evaluated during phase 2 of this study.

This study will allow the County to determine the appropriate priorities for turn lane improvements



## II. OBJECTIVES

The Consultant will develop conceptual layout plans to an acceptable level of accuracy, in order to assess the proposed improvements' impact on adjacent properties and on the existing roadway features such as drainage, signals, utilities and lighting. This information will be used in developing reasonable opinion of probable construction cost estimates for Phase 1 assessment. Subsequently in Phase 2, the Consultant will prepare a right-of-way study report.

Elements of work shall include:

### Phase 1

- A. Survey Services
- B. Typical Section Development
- C. Base Map and Horizontal Geometry
- D. Drainage Impacts
- E. Signalization impacts
- F. Utility Contacts
- G. Probable Construction Cost Estimation
- H. Right-of-way / Easements

### Phase 2

- I. Cost to Cure Analysis
- J. Right-of-Way Study Report
- K. Project Deliverables

## III. SCOPE OF SERVICES

### Phase 1

The scope of services shall address the above items listed in Section II in accordance with the County Thoroughfare and Roadway Design Procedures, 2006 and the latest State criteria established in the Greenbook, as applicable and as further described below.

#### A. SURVEY SERVICES

- 1) The Consultant shall review and compile the right-of-way deeds, plats and easements provided by the County. Using the compiled information, the Consultant will produce a CAD file showing the right-of-way lines and easements to aid in the study.
- 2) The Consultant will produce a drawing for the County showing any areas where the Consultant believes right-of-way information may be lacking. No field work will be included. Updates to title searches requiring a second review of the information will be considered additional services.



## B. TYPICAL SECTION DEVELOPMENT

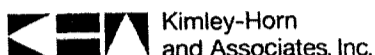
1. The Consultant will establish typical section design criteria such as minimum lane width, etc. Submit draft typical sections to the County for review and concurrence prior to laying out the turn lanes and evaluate their impacts on drainage, signal, utilities, lighting, and adjacent properties.
2. The Consultant will develop the following typical sections:
  - a. Full typical section for Military Trail with an existing left turn lane and a new right turn lane
  - b. Full typical section for Military Trail with new dual left turn lanes
  - c. Full typical section for Military Trail with new dual left turn lanes and a new right turn lane
  - d. Full typical section for Military Trail with new dual left turn lanes and new dual right turn lanes.
  - e. Full typical section for Forest Hill Blvd with existing dual left turn lanes and new right turn lanes.
3. The typical sections will be revised based on County review comments and will serve as the basis for conceptual roadway plan development.

## C. BASE MAP AND HORIZONTAL GEOMETRY

- 1) The Consultant will design the appropriate transition for the through lanes in order to accommodate dual left turn lanes on Military Trail. The horizontal alignment design will be based on distribution of widening and right-of-way impacts on both sides of the road. Alignment alternatives to shift impacts to only one side of the road will not be considered. Design accuracy will be based on aerial background information since design survey is not included in the scope of the project.
- 2) The width of widening and encroachment beyond existing right-of-way will be determined by applying the typical sections as set under Section III B.

## D. DRAINAGE IMPACTS

- 1) The Consultant shall conduct a general review of impacted drainage system and number of structures requiring relocation or replacement.
- 2) The Consultant to make assumption that any additional runoff as a result of new impervious area can be attenuated by the provision of French Drain (assumed 24" diameter) along the new turn lanes. No percolation tests nor design of control structure/weir, nor any modeling will be carried out.
- 3) Coordinate with SFWMD to determine permit requirements.



- 4) Preliminary Cost estimates for drainage impact will be determined by the Consultant and included in the overall estimation of probable construction costs.

#### E. SIGNALIZATION IMPACTS

- 1) The Consultant shall evaluate signalization impacts and determine the associated probable of construction cost estimates.

#### F. UTILITY CONTACTS

- 1) The Consultant shall pull design tickets to identify all utility agency owners (UAO's) who have facilities within the study area.
- 2) The Consultant will contact and coordinate with UAO's to confirm utilities locations and to request from UAO's cost estimates for any reimbursable rights.

#### G. PROBABLE CONSTRUCTION COST ESTIMATION

- 1) The Consultant shall prepare opinion of probable construction cost estimates for each of the improvements based on County supplied historical unit prices. Costs shall be broken down for each turn lane to allow the County to consider each of the turn lane improvements separately.

#### Phase 2

Upon review of Phase 1 analysis results and as directed by County, Consultant shall proceed with phase 2 analysis. It is assumed the County will select for evaluation two alternatives on Military Trail which would involve all four corners of the intersection and the one alternative for Forest Hill Blvd which involves impacts to two intersection corners.

#### H. RIGHT OF WAY / EASEMENTS

- 1) The Consultant shall identify general right-of-way and easement requirements resulting from the proposed conceptual plan. This information will be pointed out to the County but will not be presented in drawings, Legal sketches or descriptions. The Consultant's team will develop an estimate for the property acquisition and impacts. The two alternatives for Military Trail will require Consultant to evaluate each of the four corners twice, while Forest Hill Blvd option will require a one-time evaluation for each of two corners.

#### I. COST TO CURE ANALYSIS

- 1) Upon determining impacts to adjacent properties, the Consultant's engineer, land planner, property appraiser and business damage consultant shall evaluate the appropriate cure for traffic circulation, parking provision and buffer requirements. Based on this information, the Consultant will estimate probable costs to cure.

#### J. RIGHT-OF-WAY STUDY REPORT

- 1) Only after County's acceptance of design analysis in Phase 1, Consultant shall prepare a report which documents the proposed improvements with their associated impacts and opinions of probable construction cost estimates. The report will show an overview of potential business damage analysis but no property appraiser analysis documents. For this review, County comments will be limited to the report and not the design layout that was accepted in Phase 1. Redesign in Phase 2 will be considered additional services.

#### K. PROJECT DELIVERABLES

- 1) Conceptual Roadway Plans (Phase 1)
  - a. Consultant will prepare plans at a scale of (1"=40' horizontal) of all five alternatives stipulated in the scope of services. Plans will have County's aerial raster background which will be readily provided by County. The plans will be prepared to depict proposed widening improvements as developed in the Typical Sections.
  - b. The conceptual plans will consist of the following:
    - i. Key Sheet
    - ii. Typical Section Sheets
    - iii. Conceptual Roadway Plan Sheets
  - b. The conceptual roadway plans sheets will depict roadway widening improvements, roadway geometry, existing and proposed right of way and easements.
  - c. Engineer's opinion of probable construction cost estimate.

- 2) Right-of-way Study Report (Phase 2)
  - a. Project study findings will be prepared and compiled into a right-of-way analysis report.
  - b. The report will include written summaries, findings, and recommendations related to items in the scope, and other pertinent information developed as part of the project study effort. The report will also contain estimation of probable construction costs, cost to cure and documentation of coordination with SFWMD and other agencies involved. Locations of right of way impact will be summarized in the Report. The report will also include reduced size design plans of the selected alternatives.

#### IV. REIMBURSABLE EXPENSES

The Consultant will be reimbursed for all direct expenses related to phase submittals and as outlined in the cost breakdown included in the Scope of Services.

#### V. GENERAL REQUIREMENTS FOR WORK

##### A. PROJECT PHASE SUBMITTALS

- 1) Typical Section
  - a. Establish typical section design criteria to be followed. Submit draft typical sections to the County for review and concurrence prior to laying out the turn lanes and evaluate their impacts on drainage, signal, utilities including lighting, and adjacent properties. Consultant shall meet with County staff to discuss typical sections.
  - b. The typical sections will be revised based on County review comments and will serve as the basis for conceptual roadway plan development.
    - 5 copies of typical sections
- 2) SURVEY SERVICES
  - a. Produce a CAD file showing the right-of-way lines and easements
  - b. Notify the County of areas where the Consultant believes right-of-way information may be lacking, but do not provide any drawings.
- 3) Initial Conceptual Roadway Plans (Phase 1)
  - a. Upon receiving the CAD right-of-way and easement file, and County's aerial raster background, and based on the approved typical sections by the County, The Consultant will then conduct the study and develop conceptual roadway plans for the aforesaid alternatives.

- b. The Consultant will present conceptual layout plans of the proposed improvements along with probable construction cost estimates for different alternatives to the County for review and consideration.
  - 5 copies of plan set
- 4) Revised Conceptual Roadway Plans (Phase 1)
  - a. Upon receiving a one-time review comments on the Initial Conceptual Roadway Plans submittal from the County, a meeting will be held to discuss those comments. The County is to select two preferred alternatives along Military Trail and one along Forest Hill Blvd for subsequent right-of-way study in Phase 2. Consultant will then address the comments on the selected alternative and submit the revised plans to the County.
    - 5 copies of plan set
    - Response to comments
    - 1 CD of submittal
- 5) Initial Right-of-Way Study Report (Phase 2)
  - a. Upon receiving concurrence from the County on the selected alternatives, the Consultant will proceed to Phase 2.
  - b. The team will prepare and submit the initial right-of-way study report to the County for review and concurrence.
    - 5 copies of report
- 6) Final Right-of-Way Study Report (Phase 2)
  - a. Upon receiving a one-time review comments on the Initial Right-of-Way Study Report submittal from the County, a meeting will be held to discuss those comments. Consultant will then address the comments on the selected alternative and submit the revised report to the County.
    - 5 copies of report
    - Response to comments
    - 1 CD of submittal

#### B. SCHEDULE

Consultant will submit a schedule of project milestones with the negotiated staff hour and fee package. For purposes of scheduling, two weeks of County review time will be assumed for the two main submittals.

## VI. COUNTY RESPONSIBILITIES

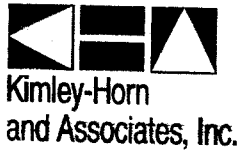
The County shall provide Consultant with the following:

- Right-of-way deeds, plats and easements
- Existing records including files, plans, and any other pertinent engineering information.
- County's requirements and any other expectations
- Length of turn lane
- Schedule requirements
- Review of documents submitted by Consultant and their subconsultants requiring the County's decision and shall render any required decision pertaining thereto in a timely manner.
- The County shall designate for the Consultant a County representative to represent the County in all matters on this project.

## VII. LENGTH OF SERVICES

These Services will be completed within 10 months from the Letter of Authorization.





**Forest Hill at Military Trail  
PBC Project Number 2012504**

**PHASE 1**

|  |   |              |
|--|---|--------------|
| <b>SUBTOTAL ESTIMATED FEE (LUMPSUM):</b>       | ✓ | \$ 63,974.85 |
| Subconsultant: Brown & Phillips (REIMBURSABLE) |   | \$ 2,864.00  |
| Direct Reimbursables Allowance (REIMBURSABLE)  |   | \$ 0.00      |
| <b>SUBTOTAL REIMBURSEABLE:</b>                 | ✓ | \$ 2,864.00  |
| Optional Services                              |   | \$ 0.00      |
| <b>SUBTOTAL LUMP SUM:</b>                      |   | \$ 63,974.85 |
| <b>GRAND TOTAL ESTIMATED FEE (PHASE 1):</b>    | ✓ | \$ 66,838.85 |

**PHASE 2**

|   |   |               |
|---|---|---------------|
| <b>SUBTOTAL ESTIMATED FEE (LUMP SUM):</b>               | ✓ | \$ 46,933.00  |
| Subconsultant: Jenkins Appraisal (REIMBURSABLE)         | ✓ | \$ 18,000.00  |
| Subconsultant: Gerson, Preston, Robinson (REIMBURSABLE) | ✓ | \$ 40,000.00  |
| REIMBURSABLE EXPENSES:                                  |   | \$ 0.00       |
| <b>SUBTOTAL ESTIMATED FEE (REIMBURSABLE):</b>           |   | \$ 58,000.00  |
| Optional Services Brown & Phillips (REIMBURSABLE)       |   | \$ 0.00       |
| <b>SUBTOTAL LUMP SUM:</b>                               |   | \$ 46,933.00  |
| <b>GRAND TOTAL ESTIMATED FEE (PHASE 2):</b>             | ✓ | \$ 104,933.00 |

**PHASE 1 AND 2 COMBINED**

|  |   |               |
|--|---|---------------|
| Subtotal Estimated Fee (Reimbursable)      | ✓ | \$ 60,864.00  |
| Subtotal Estimated Fee (Optional Services) |   | \$ 0.00       |
| Subtotal Estimated Fee (Lump Sum)          | ✓ | \$ 110,907.85 |
| <b>Grand Total Estimated Fee</b>           | ✓ | \$ 171,771.85 |

### Master Summary - Estimate of Work Effort & Fee Proposal

PBC Project No.: 2012504

Subconsultant: Kimley-Horn and Associates, Inc.  
Date Prepared: April 26, 2013

Job Description: Military Trail and Forest Hill Blvd. - Phase 1

Length:

| Work Element / Activity    | Project Manager |             | Senior Engineer |             | Project Engineer |             | Senior CADD Technician |             |   |        |   | Total Man Hours By Activity | Salary Cost By Activity |             |
|----------------------------|-----------------|-------------|-----------------|-------------|------------------|-------------|------------------------|-------------|---|--------|---|-----------------------------|-------------------------|-------------|
|                            | Man Hours       | Hourly Rate | Man Hours       | Hourly Rate | Man Hours        | Hourly Rate | Man Hours              | Hourly Rate |   |        |   |                             |                         |             |
| A. ROADWAY ANALYSIS        | 7               | \$52.90     | 53              | \$47.92     | 122              | \$41.50     | 61                     | \$26.50     |   |        |   | 243                         | \$9,589.56              |             |
| B. ROADWAY PLANS           | 9               | \$52.90     | 65              | \$47.92     | 149              | \$41.50     | 74                     | \$26.50     |   |        |   | 297                         | \$11,735.40             |             |
| C. SIGNING & MARKING PLANS | 0               | \$52.90     | 0               | \$47.92     | 0                | \$41.50     | 0                      | \$26.50     |   |        |   | 0                           | \$0.00                  |             |
| <b>Totals</b>              | 16              | \$846.40    | 118             | \$5,654.56  | 271              | \$11,246.50 | 135                    | \$3,577.50  | 0 | \$0.00 | 0 | \$0.00                      | 540                     | \$21,324.96 |

| <u>Total Burdened Salary Costs By Activity</u> |                    |
|--|--------------------|
| A. ROADWAY ANALYSIS                            | \$28,768.67        |
| B. ROADWAY PLANS                               | \$35,206.18        |
| C. SIGNING & MARKING PLANS                     | \$0.00             |
| <b>Total</b>                                   | <b>\$63,974.85</b> |

|   |            |                      |
|---|------------|----------------------|
| <b>Total Contract Fee Computations</b>  |            |                      |
| Total Activity Salary Costs   |            | \$21,324.96          |
| 1.) Overhead Additives  |            |                      |
| a.) Combined Administrative & General & Fringe Benefits Cost (limited to PBC maximum) | ✓ 167.857% | ✓ \$35,795.44        |
| <b>Subtotal (Salaries + Combined Overhead)</b>  |            | ✓ \$57,120.40        |
| 2.) Operating Margin Cost (Fixed Fee)   | ✓ 12%      | ✓ \$6,854.45         |
| <b>Subtotal (Burdened Salaries + Operating Margin)</b>                                |            | ✓ \$63,974.85        |
| <b>BASIC LUMP SUM FEE</b>   |            | <b>\$63,974.85</b>   |
| Subconsultants  |            | \$0.00               |
|   |            | \$0.00               |
|   |            | \$0.00               |
| <b>TOTAL LUMP SUM FEE</b>   |            | ✓ <b>\$63,974.85</b> |

|                                    |  |                     |
|------------------------------------|--|---------------------|
| <b>REIMBURSABLE EXPENSES</b>       |  |                     |
| Survey - Brown & Philips           |  | \$2,864.00          |
|                                    |  | \$0.00              |
|                                    |  | \$0.00              |
|                                    |  | \$0.00              |
| Reproduction                       |  | \$0.00              |
| <b>TOTAL REIMBURSABLE EXPENSES</b> |  | ✓ <b>\$2,864.00</b> |

|                                   |                      |
|-----------------------------------|----------------------|
| <b>TOTAL OPTIONAL SERVICES</b>    | <b>\$0.00</b>        |
| <b>TOTAL MAXIMUM LIMITING FEE</b> | ✓ <b>\$66,838.85</b> |

✓ 3.0 multiplier

4/26/2013 - Printed Date

Exhibit "A" - Page 11 of 23

**Job Description: Military Trail and Forest Hill Phase 1**

Kimley-Horn and Associates, Inc.

Date: 4/26/2013  
PBC Project No.: 2012504

**A. ROADWAY ANALYSIS**

|                        | Scale | Basis of Estimate | No. of Units/Sheets | Manhours/ Unit/Sheet | Total Manhours | Comments   |
|------------------------|-------|-------------------|---------------------|----------------------|----------------|--|
| <b>DESIGN ANALYSIS</b> |       |                   |                     |                      |                |  |
| 1                      |       | LS                | 1                   | 5                    | 5              | Coord w surveyor, point out missing info & submit to County  |
| 2                      |       | LS                | 1                   | 20                   | 20             | Research exist. Plans, drainage & obtain traffic info from county  |
| 3                      |       | LS                | 5                   | 6                    | 30             | Review survey, utilities, drainage, layout & develop 5 typical sections per Scope sect. III.B.2  |
| 4                      |       | LS                | 1                   | 8                    | 8              | Review w County comments & agree on revisions to all sections  |
| 5                      |       | LS                | 1                   | 32                   | 32             | Since survey is not provided, use aerials & review old plans to layout out existing geometry, C/L Const., establish R/W & easements, review exist utility info & include in base map to assess impacts on FPL transmission lines |
| 6                      |       | LS                | 5                   | 12                   | 60             | Analyze horizontal geometry and concept alignments for all 5 alignment options, Include transition of thru lane to accommodate turn lanes, balance widening and R/W impact & id proposed easements on both sides                 |
| 7                      |       | LS                | 1                   | 32                   | 32             | Review existing drainage & proposed impacts & coord w SFWMD on permit requirements to est costs.   |
| 8                      |       | LS                | 1                   | 16                   | 16             | Review & document signal impact for each of the 8 intersection corner alternatives   |
| 9                      |       | LS                | 5                   | 8                    | 40             | Review w County comments & agree on revisions, revise geometry design to all 5 alternatives  |

**ROADWAY PHASE TOTAL** 243

Exhibit "A" - Page 12 of 23

**Job Description: Military Trail and Forest Hill Phase 1**

Kimley-Horn and Associates, Inc.

Date: 4/26/2013  
PBC Project No.: 2012504

**B. ROADWAY PLANS**

|  | Scale | Basis of Estimate | No. of Units/Sheets | Manhours/ Unit/Sheet | Total Manhours | Comments   |
|--|-------|-------------------|---------------------|----------------------|----------------|--|
| <b>INITIAL ROADWAY CONCEPT PLANS PHASE</b>   |       |                   |                     |                      |                |  |
| 1 Key Sheet                                  |       | SHT               | 1                   | 6                    | 6              | prepare plan sheet   |
| 2 Typical Sections                           |       | EA                | 5                   | 6                    | 30             | prepare plan sheets for 5 alternatives   |
| 3 Initial Roadway Conceptual Plans Submittal |       | EA                | 5                   | 10                   | 50             | prepare plan sheets for 5 concept plan alternative layouts (roll plots), include basis of design, summarize impacts & label major improvements on plan sheets & roll plots |
| 4 Profile Sheets                             |       | Unit              | 0                   | 0                    | 0              |  |
| <b>UPDATE ROADWAY CONCEPT PLANS PHASE</b>    |       |                   |                     |                      |                |  |
| 1 Update Roadway Concept Plans Submittal     |       | EA                | 5                   | 6                    | 30             | Update plan sheets for 5 concept plan alternative layouts (5 roll plots & plan sheets) after County review. summarize revised impacts                                      |
|  |       |                   |                     |                      | 0              |  |
| <b>FINAL PLANS</b>                           |       |                   |                     |                      |                |  |
| 1 Final Plans Submittal                      |       | LS                | 1                   | 12                   | 12             | make minor final revisions & resubmit  |
|  |       |                   |                     |                      | 0              |  |
| <b>MISCELLANEOUS TASKS</b>                   |       |                   |                     |                      |                |  |
| 1 Quantities/Computation Books               |       | LS                | 5                   | 5                    | 25             | Quantities of major Rd & Drng items for estimates  |
| 2 Cost Estimates                             |       | EA                | 3                   | 4                    | 12             | Preliminary estimates for comparison, ROW est. for Phase I may be provided by County   |
| 3 Project Documentation                      |       | LS                | 1                   | 24                   | 24             | document design decisions and impacts  |
| 4 Field Reviews                              |       | EA                | 2                   | 10                   | 20             | 2 staff x 5 hrs x 2 reviews  |
| <b>COORDINATION &amp; MEETINGS</b>           |       |                   |                     |                      |                |  |
| 1 Meetings                                   |       | EA                | 3                   | 8                    | 24             | 3 design meetings x 2 staff x 4 hrs  |
| 2 Initial Coordination with FDOT             |       | LS                | 1                   | 32                   | 32             |  |
| 3 Utilities                                  |       | LS                | 1                   | 32                   | 32             | Confirm with UAO's on locations and obtain est qualified reimbursement. Provide plan sheets to County utility coordinator to forward to UAO's                              |

**ROADWAY PLANS PHASE TOTAL** 297



January 9, 2013

Mr. Marwan Mufleh  
Kimley-Horn & Associates, Inc.  
1690 South Congress Avenue Suite 100  
Delray Beach, FL 33445

**RE: Military Trail at Forest Hill Boulevard Intersection Existing Right-of-Way and Easements Study (2,600'±)**

Dear Mr. Mufleh:

Thank you for the opportunity to provide you with the following services for the subject site. This proposal is based on documentation and information provided by your office. The scope of services is as follows:

**SCOPE OF SERVICES**

**I. RIGHT-OF-WAY ESTABLISHMENT AND SETUP**

We will review and compile the right-of-way deeds (approximately 55 deeds), plats, and easements provided by Palm Beach County, for the intersection of Military Trail and Forest Hill Boulevard (limits shown on Attachment 'B'). Using the compiled information, we will produce a CAD file for your use, showing the existing Right-of-Way lines and easements to aid in the turn lane study. In addition, we will produce a drawing for the County showing any areas where we believe right-of-way information may be lacking. The right-of-way drawing will show labels referencing each document used to plot the right-of-way. No field work is proposed.

**II. CLOSURE**

We propose to provide Kimley-Horn & Associates with an AutoCAD file showing the work completed in the version requested. Any additional work will be done on an hourly basis as approved by you. We will perform the scope of services for a lump sum fee of \$2,864.00 (see Attachment 'A' for an hourly breakdown). Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

**Brown & Phillips, Inc.**

  
John E. Phillips III, P.L.S.  
Principal

Attachment

JEP/mb

This Proposal accepted this \_\_\_ day of \_\_\_\_\_, 2013

By: \_\_\_\_\_  
Kimley-Horn & Associates, Inc.

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



## Master Summary - Estimate of Work Effort & Fee Proposal

PBC Project No.: 2012504

Job Description: Military Trail and Forest Hill Blvd. - Phase 2

Subconsultant: Kimley-Horn and Associates, Inc.  
Date Prepared: April 25, 2013

Length:

| Work Element / Activity        | Project Manager |                 | Senior Engineer |                   | Project Engineer |                   | Senior CADD Technician |                   | Total Man Hours By Activity | Salary Cost By Activity |
|--------------------------------|-----------------|-----------------|-----------------|-------------------|------------------|-------------------|------------------------|-------------------|-----------------------------|-------------------------|
|                                | Man Hours       | Hourly Rate     | Man Hours       | Hourly Rate       | Man Hours        | Hourly Rate       | Man Hours              | Hourly Rate       |                             |                         |
| A. ROADWAY PLANS               | 12              | \$52.90         | 87              | \$47.92           | 198              | \$41.50           | 99                     | \$26.50           | 396                         | \$15,644.34             |
| B. DRAINAGE PLANS & PERMITTING | 0               | \$52.90         | 0               | \$47.92           | 0                | \$41.50           | 0                      | \$26.50           | 0                           | \$0.00                  |
| C. SIGNING & MARKING PLANS     | 0               | \$52.90         | 0               | \$47.92           | 0                | \$41.50           | 0                      | \$26.50           | 0                           | \$0.00                  |
| <b>Totals</b>                  | <b>12</b>       | <b>\$634.80</b> | <b>87</b>       | <b>\$4,169.04</b> | <b>198</b>       | <b>\$8,217.00</b> | <b>99</b>              | <b>\$2,623.50</b> | <b>396</b>                  | <b>\$15,644.34</b>      |

| Total Burdened Salary Costs By Activity |                    |
|---|--------------------|
| A. ROADWAY PLANS                        | \$46,933.00        |
| B. DRAINAGE PLANS & PERMITTING          | \$0.00             |
| C. SIGNING & MARKING PLANS              | \$0.00             |
| <b>Total</b>                            | <b>\$46,933.00</b> |

| Total Contract Fee Computations   |                        |
|---|------------------------|
| Total Activity Salary Costs   | \$15,644.34            |
| 1.) Overhead Additives  |                        |
| a.) Combined Administrative & General & Fringe Benefits Cost (limited to PBC maximum) | 167.857% ✓ \$26,260.12 |
| <b>Subtotal (Salaries + Combined Overhead)</b>  | <b>✓ \$41,904.46</b>   |
| 2.) Operating Margin Cost (Fixed Fee)   | 12% ✓ \$5,028.54       |
| <b>Subtotal (Burdened Salaries + Operating Margin)</b>                                | <b>✓ \$46,933.00</b>   |
| <b>BASIC LUMP SUM FEE</b>   | <b>\$46,933.00</b>     |
| Subconsultants  | \$0.00                 |
|   | \$0.00                 |
|   | \$0.00                 |
| <b>TOTAL LUMP SUM FEE</b>   | <b>✓ \$46,933.00</b>   |
| <b>REIMBURSABLE EXPENSES</b>  |                        |
| Jenkins Appraisal   | ✓ \$18,000.00          |
| Gerson, Preston, Robinson   | ✓ \$40,000.00          |
|   | \$0.00                 |
|   | \$0.00                 |
| Reproduction  | \$0.00                 |
| <b>TOTAL REIMBURSABLE EXPENSES</b>  | <b>✓ \$58,000.00</b>   |
| <b>TOTAL OPTIONAL SERVICES</b>  | <b>\$0.00</b>          |
| <b>TOTAL MAXIMUM LIMITING FEE</b>   | <b>✓ \$104,933.00</b>  |

- 3.0 multiplier

4/25/2013 - Printed Date SBE/WBE Use: 17.15%

Exhibit "A" - Page 16 of 23

**Job Description: Military Trail and Forest Hill Phase 2**

Kimley-Horn and Associates, Inc.

Date: 4/25/2013  
PBC Project No.: 2012504

**A. Right of Way Study**

|                                      | Scale | Basis of Estimate | No. of Units/Sheets | Manhours/ Unit/Sheet | Total Manhours | Comments   |
|--------------------------------------|-------|-------------------|---------------------|----------------------|----------------|--|
| <b>Right of Way Study</b>            |       |                   |                     |                      |                |  |
| 1 Planner review of property impacts |       | EA                | 8                   | 6                    | 48             | Planner will research existing site plans, coordinate with municipality to establish code requirements (setbacks, buffer, parking, green space), review impacts of 8 corner options, id variance requirements, coord w Team & provide cost to cure input |
| 2 Traffic Circulation impacts        |       | EA                | 8                   | 4                    | 32             | Traffic engineer will review traffic circulation impacts & provide solutions for all 8 corner alternatives   |
| 3 Cost To Cure Analysis              |       | EA                | 8                   | 6                    | 48             | Determine cost to cure solutions, consider parking, signs, property entrance throat depth & partial versus complete take where applicable. Consider vehicle turning maneuvers utilizing AutoTurn software  |
| 4 ROW Team Impact Analysis Review    |       | LS                | 1                   | 48                   | 48             | Review R/W Team members' (Planner, Traffic, Appraiser, Business Damage) individual input & collaborate to document conclusions. Document with Photos field conditions & proposed impacts. Develop cost to cure exhibits for all corners                  |

Exhibit "A" - Page 17 of 23



|  | Scale | Basis of Estimate | No. of Units/Sheets | Manhours/ Unit/Sheet | Total Manhours | Comments   |
|--|-------|-------------------|---------------------|----------------------|----------------|--|
| <b>INITIAL R/W STUDY PHASE</b>             |       |                   |                     |                      |                |  |
| 1 Initial R/W Study Report Submittal       |       | LS                | 1                   | 48                   | 48             | Prepare draft R/W Study & submit to County. Incorporate R/W Team input       |
| 2 Quantities & Estimates                   |       | LS                | 1                   | 24                   | 24             | Incl cost to cure, R/W & Bus damage estimates 16 hrs plus 8 hrs for revision |
| 3 Coord & Address Study Review Comments    |       | LS                | 1                   | 28                   | 28             | Coord with County & R/W Team to address County comments                      |
| 4 Revise Cost to Cure Analysis             |       | LS                | 1                   | 24                   | 24             | Revise cost to cure solutions based on County comments                       |
| <b>REVISED R/W STUDY PHASE</b>             |       |                   |                     |                      |                |  |
| 1 Revised R/W Study Report Submittal       |       | LS                | 1                   | 28                   | 28             | Revise & resubmit Study to County  |
| <b>FINAL R/W STUDY PHASE</b>               |       |                   |                     |                      |                |  |
| 1 Revised Final R/w Study Report Submittal |       | LS                | 1                   | 16                   | 16             | Make minor final revision & resubmit to County                               |
| <b>MISCELLANEOUS TASKS</b>                 |       |                   |                     |                      |                |  |
| 1 Field Reviews                            |       | EA                | 2                   | 10                   | 20             | 2 R/W Team reviews x 2 ppl x 5 hrs   |
| <b>COORDINATION &amp; MEETINGS</b>         |       |                   |                     |                      |                |  |
| 1 Meetings                                 |       | LS                | 2                   | 4                    | 8              | R/W Team meetings incl County 2 ppl x 4 hrs x 2 mtgs                         |
| 2 Project Documentation                    |       | LS                | 1                   | 24                   | 24             | document design decisions and impacts  |

**ROADWAY PHASE TOTAL**

✓ 396

## Jenkins Appraisal Services, Inc.

8295 N. Military Trail, Suite 11, Palm Beach Gardens, FL 33410 Phone: (561)640-4059 Facsimile: (561)640-8183

January 4, 2013

Marwan Mufleh, P.E.  
Kimley-Horn and Associates, Inc.  
1690 South Congress Avenue  
Suite 100  
Delray Beach, Florida 33445

**Re: Military Trail and Forest Hill Blvd Intersection Improvement Study  
Project #20125045**

Dear Mr. Mufleh:

Based upon your email dated December 28, 2012, which detailed the Scope of Services, our estimated fees for the above referenced project are as follows:

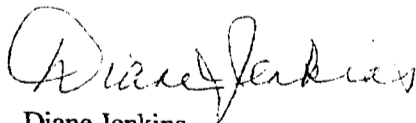
Hourly rates currently charged on Palm Beach County assignments:

|                      |                |
|----------------------|----------------|
| Primary Appraiser:   | \$200 per hour |
| Associate Appraiser: | \$150 per hour |
| Staff:               | \$ 75 per hour |

We estimate our work for Phase II of this project, involving potentially 3 alternatives, at a total fee not to exceed \$18,000.

Please let me know if you have any questions or need any additional information.

Very truly yours,



Diane Jenkins  
State-Certified General R.E. Appraiser #RZ1188

**Gerson, Preston, Robinson**  
CERTIFIED PUBLIC ACCOUNTANTS

James P. Robinson, CPA/ABV, CFF  
American Institute Of Certified Public Accountants  
Florida Institute Of Certified Public Accountants

777 Glades Road,  
Suite 204  
Boca Raton, Florida 33434  
Telephone: 561-392-9059  
Facsimile: 305-351-7885  
[jpr@gprco-cpa.com](mailto:jpr@gprco-cpa.com)

REPLY TO: MIAMI BEACH OFFICE

April 24, 2013

VIA E-MAIL: [Marwan.Mufleh@kimley-horn.com](mailto:Marwan.Mufleh@kimley-horn.com)  
Marwan Mufleh, P.E.  
Kimley-Horn and Associates, Inc.  
1690 South Congress Avenue Suite 100  
Delray Beach, FL 33445-6327

Re: Palm Beach County Roadway Improvement  
Forest Hill Blvd. and Military Trail Intersection Improvements -Study  
Project #2012504S

Dear Mr. Mufleh:

Based on the scope of services described in your email dated December 28, 2012 (as updated in recent conversations), our estimated fees are based on the following:

Hourly rates currently being charged for assignments with Palm Beach County:

|          |                    |
|----------|--------------------|
| Partners | \$ 190.00 per hour |
| Managers | \$ 140.00 per hour |
| Staff    | \$ 100.00 per hour |

We will analyze the impact of the takings and familiarize ourselves with the affected businesses in order to prepare estimates of the value of the business and possible potential business damages. We estimate our fee for the preliminary work anticipated under PHASE II (involving two to three alternatives) at \$40,000. This estimate assumes that the project involves up to 18 commercial parcels with 25 to 30 businesses. Should the number of parcels or businesses increase, we will notify you of the need for a supplemental contract extension.

Should you have any questions, please call Jorge Moreno or myself.

Very truly yours,



JAMES P. ROBINSON, CPA/ABV, CFF

JPR/jlmz

K:\litigation\Palm Beach County\Congress N Lake Blvd to A-1A\12-GPRCO\FeeProposal FINAL.doc



Kimley-Horn  
and Associates, Inc.

Exhibit "A" - Page 21 of 23

### Certificate of Secretary

■  
P.O. Box 33068  
Raleigh, North Carolina  
27636-3068

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 20, 2011 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (A copy of the employee lists as presented is enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: January 24, 2012.

Richard N. Cook, Secretary

(corporate seal)



■  
TEL 919 677 2000  
FAX 919 677 2050

Kimley-Horn and Associates, Inc.  
FULL CONTRACT SIGNING AUTHORITY  
December 20, 2011

Exhibit "A" - Page 22 of 23

CALIFORNIA

LOS ANGELES

Fares, Jean B.

OAKLAND

Durrenberger, Randal R.

ORANGE

Ciandella, Serine A.

Fares, George B.

Kerry, Nicole M.

Roberson, Kevin M.

PLEASANTON

Sowers, Brian E.

West, James E.

SACRAMENTO

Coppin, Thomas G.

Melvin, Enda

Spinks, Charles R.

Truman, Stephen P.

SAN DIEGO

Barlow, Matthew T.

Colvin, Scott W.

Landaal, Dennis J.

Ross, Michael S.

SAN JOSE

Nash, William A.

FLORIDA

BOCA-DELRAY

Mufleh, Marwan H.

FORT LAUDERDALE

Barnes, Roy R.

Capelli, Jill A.

Ratay, Gary R.

Saxena, K.K.

Wilczek, Erik J.

JACKSONVILLE

Mecca, Joseph P.

Roland, George E.

LAKELAND

Bulloch, Kelly B.

Wilson, Mark E

MIAMI

Baldo, Burt L.

Buchler, Aaron E.

OCALA

Busche, Richard V.

Thigpen, Jonathan D.

ORLANDO

Chau, Hao T.

Jackson, Jay R

SARASOTA

Maio, Alan

Schmid, Seth E.

Stovall, Thomas M.

TALLAHASSEE

Barr, Richard R.

Sewell, Jon S.

TAMPA

Campbell, David C.

Gilner, Scott W.

VERO BEACH

Cave, Derrick B.

Good, Brian A.

Peed, Brooks H.

Wallace, Gary W.

WEST PALM BEACH

Allen, David A.

Atz, John C.

Bardt, David R.

Cherry, Paul L.

Ingram, Jerry W.

Jackson, Kenneth W.

Matson, Jason B.

Rapp, Bryan T.

Schanen, Kevin M.

MID-AMERICA

CHICAGO

Schwartz, Frederick W.

MEMPHIS

Collins, James F.

NASHVILLE

Benditz, John F.

Rhodes, Christopher D.

NEW YORK

Anush A. Nejad

NORTHERN VIRGINIA

Chavers, James T.

Dvorak, Jr., William E.

Lefton, Steven E.

Martin, Robert J.

Murphy, Terence T.

RICHMOND

Cooper, Kurt D.

TWIN CITIES

Bishop, Mark C.

Ehret, Gary A.

Horn, Jon B.

Kaltsas, Joseph D.

VIRGINIA BEACH

Mackey, William F.

Marscheider, Edward A.

Sauro, Thomas J.

Tewksbury, Carl F.

MOUNTAIN

DENVER

Rowe, Curtis D.

LAS VEGAS

Ackeret, Kenneth W.

Colety, Michael D.

PHOENIX

Conrad, John R.

Hermann, Michael J.

Kissinger, John C.

Leistiko, David J.

Mutti, Brent H.

Omais, Ahmad A.

Pretorius, Petrus S.

Schiller, Michael G.

Willie, Norman D.

RENO

Clark, Maurice J.

TUCSON

Crowther, Brent C.

Perkins, David D.

SOUTHEAST

ATLANTA

Wilson, Deborah L.

ATLANTA - MIDTOWN

Fink, Kenneth L.

Montanye, Emmeline F.

Stricklin, David L.

Walker, John D.

CHARLOTTE

Blakley, Jr., Stephen W.

Hackney, Louis A.

Mingonet, M. Scott

Moore, Richard H.

DURHAM

Nuckols, Charles A.

RALEIGH

Adams, Richard C.

Atkinson, Mark E.

Barber, Barry L.

Burchett, Thomas F.

Byrd, Michael N.

Cook, Richard N.

Deans, Neil T.

Dunzo, Mark W.

Ellis, Nicholas L.

McEntee, David L.

Purtle, Vicki L.

Rohrbaugh, Richard R.

Squires, Christopher A.

Voisin, William J.

Wilson, Mark S.

RALEIGH-DOWNTOWN

Penny, H.D.

Wilson, Jon E.

TEXAS

AUSTIN

Foster, Scott J.

Stebbins, Sam S.

Van Leeuwen, Andrew

COLLIN COUNTY

Brignon, Brit A.

DALLAS

Burns, Gregory B.

Frysinger, Chris V.

Hall, James R.

Henigsman, Dean A.

Nathan, Aaron W.

Smith, Eric Z.

Swindler, Roderick P.

Wilshire, Roy L.

FORT WORTH

Gary, Glenn A.

James, Jeffery

HOUSTON

Guillory, Michael B.

LAS COLINAS

Tribble, Guy B.

Warren, Loy F.

SAN ANTONIO

Webb, Floyd C.

Kimley-Horn and Associates, Inc.  
 STANDARD CONTRACT SIGNING AUTHORITY  
 December 20, 2011

These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

CALIFORNIA  
LOS ANGELES  
 Valentine, Brian W.

ORANGE  
 Adrian, Darren J.  
 Hourigan, E. Vincent

PLEASANTON  
 Mowery, Michael C.

SACRAMENTO  
 Schmitt, Michael L.

SAN DIEGO  
 Hart, Patrick B.  
 Knapton, Michael J.  
 Sorenson, David K.

SAN JOSE  
 Hedayat, Leyla  
 Morris, John J.

FLORIDA  
BOCA/DELRAY  
 Schwartz, Michael F.  
 Spruce, Michael D.

FORT LAUDERDALE  
 Kyle, Gregory S.

JACKSONVILLE  
 Schilling, William J.

LAKELAND  
 Lewis, Jason A.

ORLANDO  
 Burkett, Leon F.  
 Martin, Jonathan A.  
 Tate, Jr., S. Clif

SARASOTA  
 Waddill, William D.

TAMPA  
 Hatton, Christopher C.  
 Walthall, David W.

VERO BEACH  
 Anthony, Lucas S.  
 Kiefer, Michael E.

WEST PALM BEACH  
 Fairchild, Angelina  
 Heggen, Christopher W.  
 Potts, John E.

MID-AMERICA  
CHICAGO  
 Antony, Dean M.

CHESAPEAKE  
 Carter, Erica V.  
 Royal, Jack R.

MEMPHIS  
 Monroe, Kenneth W.

NASHVILLE  
 Coode, David A.

NORTHERN VIRGINIA  
 Papazian, Edward Y.  
 Whyte, Richard D.

RICHMOND  
 Brewer, Brian J.  
 White, Timothy E.

TWIN CITIES  
 Danielson, Paul B.  
 Smalkoski, Brian R.  
 Witzig, Jeanne M.

VIRGINIA BEACH  
 Chambers, Jon S.  
 Dierks, Kenneth A.  
 France, William D.  
 McPherson, Karen C.  
 Miller, Edward W.

MOUNTAIN  
BOISE  
 Thurgood, Glen J.

DENVER  
 Phelps, Randall J.  
 Steder, Matthew C.

EAST VALLEY  
 Grandy, Michael L.

LAS VEGAS  
 Carroll, Randy W.  
 Wilson, David

PHOENIX  
 Burns, Leslie D.  
 Delmarter, Michael L.  
 Gillis, Brian R.  
 Haney, Stephen E.  
 Norby, Michael A.  
 White, Tove C.

TUCSON  
 Beck, Scott D.

SOUTHEAST  
ATLANTA  
 Newton, Gary T.  
 Rushing, Michael L.

ATLANTA -  
MIDTOWN  
 Ellis, George E.  
 Fanny, Lawson H.  
 Meador, Emily H.  
 Strychalski, Raymond P.  
 West, Brian B.

BEAUFORT  
 Bihl, Jennifer T.

CHARLOTTE  
 Cox, Brian M.  
 Hume, Robert M.  
 Watts, Austin L.  
 Wilhelm, William R.

RALEIGH  
 Horn, Ross M.  
 Moore, Jeffrey W.  
 Reed, Elizabeth A.  
 Robinson, Larry D.  
 Van Riper, Kent L.

RALEIGH-  
DOWNTOWN  
 Bishop, Peter A.  
 Hachem, Stephanie L.  
 Musarra, Salvatore J.  
 Sutter, Karl V.

TEXAS  
COLLIN COUNTY  
 Millner, Daniel C.

DALLAS  
 Gaskey, Kevin S.  
 Kurfees, Wayne

FORT WORTH  
 Arnold, Scott R.

LAS COLINAS  
 VonAhsen, Jody L.

SAN ANTONIO  
 Gose, Stephen C.

# EXHIBIT "B"

**CERTIFICATION STATEMENTS**

Exhibit "B" - Page 1 of 2

**Project:** Forest Hill Blvd. and Military Trl. Intersection Improvements - Study

**Project No.:** 2012504S

**Consultant/Annual Consultant:** Kimley-Horn and 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.

  
\_\_\_\_\_  
Marwan Mufleh, P.E., Senior Associate , v. p.



**CONFLICT OF INTEREST DISCLOSURE FORM**

Exhibit "B" - Page 2 of 2

**Project:** Forest Hill Blvd. and Military Trl. Intersection Improvements - Study  
**Project No.:** 2012504S

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 Marwan Mufleh, P.E., as  
(Name of Individual)

Senior Associate, of Kimley-Horn and 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.

*Marwan Mufleh*  
(Signature)

5-9-13  
(Date)

**EXHIBIT "C"**

Palm Beach County  
Engineering & Public Works Roadway Production

**PARTICIPATION FOR MWBE/SBE CONSULTANTS**      Exhibit "C" - Page 1 of 2  
Contract

**Project Name:** Forest Hill Boulevard and Military Trail Intersection Improvements      **Project Number:** 2012504S  
**Prime Vendor:** Kimley-Horn & Associates, Inc.      **Resolution Number:**  
**Telephone:** (561) 845-0665      **Resolution Date:** 4/10/2013  
**Contact:** Amy McGreger      **Department:** Engineering & Public Works

MINORITY SUBCONTRACTORS

| Minority<br>Sub-Consultant  | Type of Work<br>Performed | ----- Contract Dollar Amount for Sub-Consultant ----- |          |           |       |            |
|---|---------------------------|---|----------|-----------|-------|------------|
|   |                           | Black   | Hispanic | Women     | Other | White Male |
| Brown & Phillips, Inc.<br>1860 OLD OKEECHOBEE ROAD, SUI<br>WEST PALM BEACH, FL 33409<br>(561) 615-3988        | MWBE                      | 0.00  | 0.00     | 0.00      | 0.00  |            |
|   | SBE                       | 2,864.00  | 0.00     | 0.00      | 0.00  | 0.00       |
| Jenkins Appraisal Services, Inc.<br>5730 CORPORATE WAY STE 120<br>WEST PALM BEACH, FL 33407<br>(561) 640-4059 | MWBE                      | 0.00  | 0.00     | 0.00      | 0.00  |            |
|   | SBE                       | 0.00  | 0.00     | 18,000.00 | 0.00  | 0.00       |
| <b>Total Contract Authorizatoin</b><br>\$171,771.85   | <b>Total MWBE</b>         | 0.00  | 0.00     | 0.00      | 0.00  |            |
|   | <b>Percentage</b>         | 0.00%   | 0.00%    | 0.00%     | 0.00% |            |
|   | <b>Total SBE</b>          | 2,864.00  | 0.00     | 18,000.00 | 0.00  | 0.00       |
|   | <b>Percentage</b>         | 1.67%   | 0.00%    | 10.48%    | 0.00% | 0.00%      |

**SCHEDULE 1**

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

PROJECT NAME OR BID NAME: Forest Hill Blvd. & Military Trl. Intersection - Study PROJECT NO. OR BID NO.: 2012504S  
 NAME OF PRIME BIDDER: Kimley-Horn and Associates, Inc. ADDRESS: 1690 S. Congress Avenue, Ste.100, Delray Beach, FL 33411  
 CONTACT PERSON: Marwan Mufleh, P.E. PHONE NO.: 561-404-7241 FAX NO.: \_\_\_\_\_  
 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<br>Minority Business          | SBE<br>Small Business               | Black                               | Hispanic | Women       | Caucasian | Other<br>(Please Specify) |
| 1. Brown-Phillips<br>1860 Old Okeechobee Road, Ste. 509<br>West Palm Beach, FL 33409                   | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | \$2,864.00                          | _____    | _____       | _____     | _____                     |
| 2. Jenkins Appraisal Services, Inc.<br>8259 N. Military Trail, Ste. 11<br>Palm Beach Gardens, FL 33410 | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | _____                               | _____    | \$18,000.00 | _____     | _____                     |
| 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)  |                                     |                                     |                                     |          |             |           |                           |
|  | <b>Total</b>                        |                                     | \$2,864.00                          | _____    | \$18,000.00 | _____     | _____                     |

Total Bid Price \$ 171,771.85

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work \$20,864.00

**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

# EXHIBIT "D"

OSBA SCHEDULE 2  
**LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**      **Exhibit "D" - Page 1 of 2**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 2012504S    PROJECT NAME: Forest Hill Blvd. and Military Trl. Intersection Improvements - Study

TO: Kimley-Horn and Associates, Inc.  
 (Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise       Minority Business Enterprise   
 Black     Hispanic     Women     Caucasian     Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: January 28, 2013 to January 27, 2016

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

| Line Item/<br>Lot No. Item Description      | Qty/Units     | Unit Price        | Total Price/<br>Percentage |
|---|---------------|-------------------|----------------------------|
| <u>Right-of-Way Establishment and Setup</u> | <u>1 / LS</u> | <u>\$2,864.00</u> | <u>\$2,864.00</u>          |
| _____                                       | _____         | _____             | _____                      |
| _____                                       | _____         | _____             | _____                      |
| _____                                       | _____         | _____             | _____                      |
| _____                                       | _____         | _____             | _____                      |

at the following price or percentage  
1.67%  
 (Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

**If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.**

Price and/or Percentage \_\_\_\_\_ / \_\_\_\_\_  
 (Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Kimley-Horn and Associates, Inc.  
 Print name of Prime Contractor  
 By: *Harwan Mufleh*  
 Signature  
HARWAN MUFLEH, V.P.  
 Print name/title of person executing on behalf  
 Prime Contractor

Brown & Phillips, Inc.  
 Print name of SBE-M/WBE Subcontractor  
 By: *Anthony Brown*  
 Signature  
Anthony Brown / CEO  
 Print name/title of person executing on behalf  
 of SBE/M/WBE Subcontractor

Revised 10/11/2011      Date: May 6, 2013

**OSBA SCHEDULE 2  
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR Exhibit "D" - Page 2 of 2**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 2012504S PROJECT NAME: Forest Hill Blvd. and Military Trl. Intersection Improvements - Study

TO: Kimley-Horn and Associates, Inc.  
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise  Minority Business Enterprise \_\_\_\_\_  
Black \_\_\_\_\_ Hispanic \_\_\_\_\_ Women  Caucasian \_\_\_\_\_ Other (Please Specify) \_\_\_\_\_

Date of Palm Beach County Certification: February 22, 2011

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

| Line Item/<br>Lot No. Item Description | Qty/Units | Unit Price | Total Price/<br>Percentage |
|--|-----------|------------|----------------------------|
| <u>Appraisal Consultation Services</u> | _____     | _____      | _____                      |
| _____                                  | _____     | _____      | _____                      |
| _____                                  | _____     | _____      | _____                      |
| _____                                  | _____     | _____      | _____                      |
| _____                                  | _____     | _____      | _____                      |

at the following price or percentage  
10.48%  
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage \_\_\_\_\_ / \_\_\_\_\_  
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Kimley-Horn and Associates, Inc.  
Print name of Prime Contractor  
By: *Marwan Mufleh*  
Signature  
MARWAN MUFLEH, V.P.  
Print name/title of person executing on behalf  
Prime Contractor

Jenkins Appraisal Services, Inc.  
Print name of SBE-M/WBE Subcontractor  
By: *Diane Jenkins*  
Signature  
Diane Jenkins, President  
Print name/title of person executing on behalf  
of SBE-M/WBE Subcontractor



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/26/2013

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).

|  |  |   |       |
|--|--|---|-------|
| <b>PRODUCER</b><br>Greyling Insurance Brokerage<br>450 Northridge Parkway<br>Suite 102<br>Atlanta GA 30350 |  | <b>CONTACT NAME:</b> Jerry Noyola<br><b>PHONE (A/C No, Ext):</b> (770) 552-4225 <b>FAX (A/C No):</b> (866) 550-4082<br><b>E-MAIL ADDRESS:</b> jerry.noyola@greyling.com |       |
| <b>INSURED</b><br>Kimley-Horn and Associates, Inc.<br>P.O. Box 33068<br>Raleigh NC 27636                   |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |       |
|  |  | INSURER A National Union Fire Ins. Co.  | 19445 |
|  |  | INSURER B Commerce & Industry Insurance   | 19410 |
|  |  | INSURER C New Hampshire Insurance Company   | 23841 |
|  |  | INSURER D Lexington Insurance Company   | 19437 |
|  |  | INSURER E:  |       |
|  |  | INSURER F:  |       |

COVERAGES CERTIFICATE NUMBER: 13-14 (Kimley Sharda) 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 INSR   | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|---|----------|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY   | X   | Y        | GL 9645227    | 4/1/2013                | 4/1/2014                | EACH OCCURRENCE \$ 1,000,000   |
|          | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY  |   |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000                                   |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                      |   |          |               |                         |                         | MED EXP (Any one person) \$ 25,000   |
|          | <input checked="" type="checkbox"/> Contractual Liability   |   |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:  |   |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000   |
|          | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC |   |          |               |                         |                         | PRODUCTS - COM/OP AGG \$ 2,000,000   |
|          |   |   |          |               |                         |                         | \$   |
| A        | AUTOMOBILE LIABILITY  | X   | Y        | CA 4982985    | 4/1/2013                | 4/1/2014                | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                       |
|          | <input checked="" type="checkbox"/> ANY AUTO  |   |          |               |                         |                         | BODILY INJURY (Per person) \$  |
|          | <input type="checkbox"/> ALL OWNED AUTOS  | <input type="checkbox"/> SCHEDULED AUTOS            |          |               |                         |                         | BODILY INJURY (Per accident) \$  |
|          | <input checked="" type="checkbox"/> HIRED AUTOS   | <input checked="" type="checkbox"/> NON-OWNED AUTOS |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$  |
|          |   |   |          |               |                         |                         | \$   |
| B        | <input checked="" type="checkbox"/> UMBRELLA LIAB   | X   | Y        | BE 016395110  | 4/1/2013                | 4/1/2014                | EACH OCCURRENCE \$ 5,000,000   |
|          | <input type="checkbox"/> EXCESS LIAB  |   |          |               |                         |                         | AGGREGATE \$ 5,000,000   |
|          | <input type="checkbox"/> CLAIMS-MADE  |   |          |               |                         |                         | \$   |
|          | <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000                               |   |          |               |                         |                         | \$   |
| C        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY   |   | Y        | WC 018112556  | 4/1/2013                | 4/1/2014                | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)   | Y/N   | N/A      |               |                         |                         | E.L. EACH ACCIDENT \$ 1,000,000  |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below  |   |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000  |
|          |   |   |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 1,000,000   |
| D        | Professional Liability  |   | Y        | 016017332     | 12/1/2012               | 4/1/2014                | Per Claim \$2,000,000  |
|          |   |   |          |               |                         |                         | Aggregate \$2,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Re: Intersection Improvements Annual Services Agreement; Marwan Mufleh. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees & agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability. This insurance is primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Retroactive date for Professional Liability is February 10, 1967.

## CERTIFICATE HOLDER

## CANCELLATION

Palm Beach County  
 Board of County Commissioners  
 c/o Engineering & Public Works Operations  
 2300 North Jog Road  
 West Palm Beach, FL 33411

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

David Collings/JERRY

ACORD 25 (2010/05)

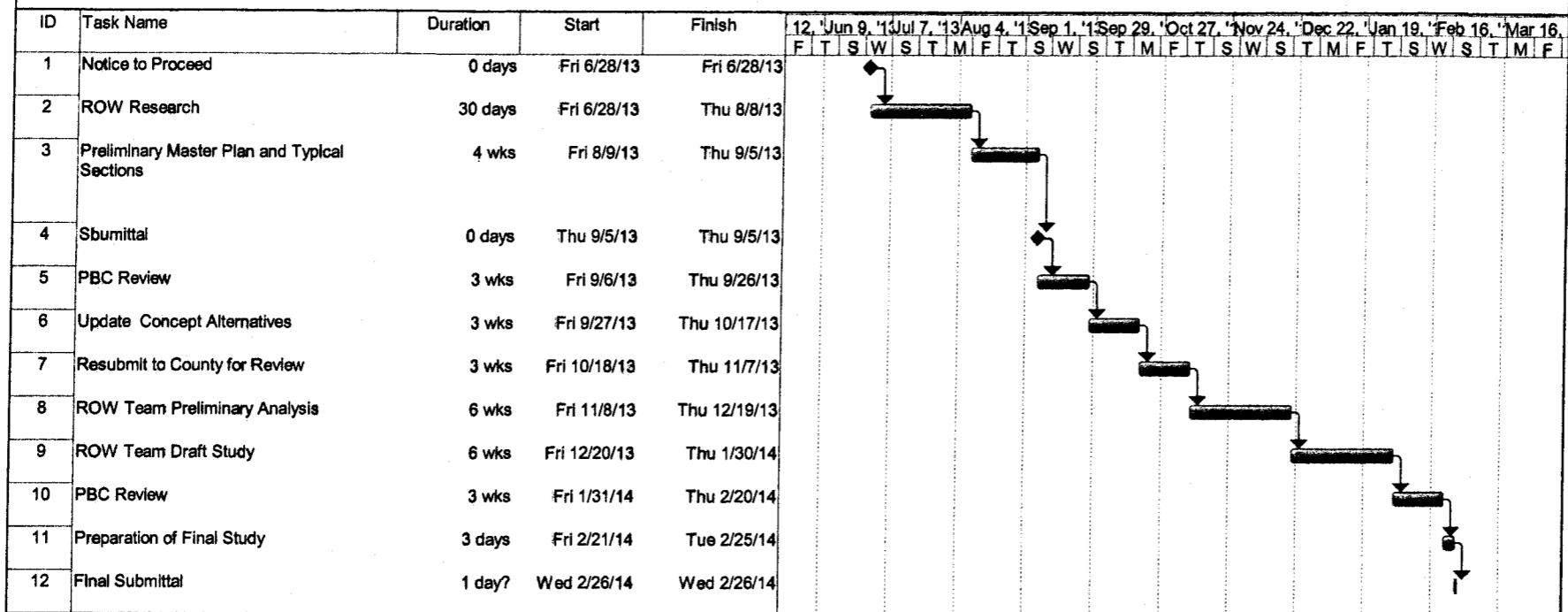
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INS025 (201005) 01

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**Military Trail and Forest Hill Blvd Study  
PBC #2012504S**



Project: 20130426\_Sch\_Military-F Hill S  
Date: Fri 4/26/13

|                |  |                    |  |                       |  |
|----------------|--|--------------------|--|-----------------------|--|
| Critical       |  | Project Summary    |  | Manual Task           |  |
| Critical Split |  | Rolled Up Critical |  | Duration-only         |  |
| Task           |  | Rolled Up Critical |  | Manual Summary Rollup |  |
| Split          |  | External Tasks     |  | Manual Summary        |  |
| Milestone      |  | External Milestone |  | Start-only            |  |
| Slack          |  | Inactive Task      |  | Finish-only           |  |
| Slippage       |  | Inactive Milestone |  | Progress              |  |
| Summary        |  | Inactive Summary   |  | Deadline              |  |