Agenda Item #: 3-C-17

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

Meeting Date: September 12, 2006 Regular [x] Consent Workshop **Public Hearing** Department: Submitted By: **Engineering & Public Works Department**

Roadway Production Division

Project No.: 1997512(A)

Submitted For:

EXECUTIVE BRIEF I.

Motion and Title: Staff recommends motion to approve: Supplemental Agreement No. 7 to Project Agreement (R2001-1894) in the amount of \$106,764.38 with Arcadis G&M (AGM) for professional services.

Summary: This Supplemental Agreement will provide the services necessary for the preparation of design plan revisions for Seminole Pratt Whitney Road and Northlake Boulevard (Project).

District: 6 (PK)

Background and Justification: On November 6, 2001, the Board of County Commissioners (Board) approved an Agreement (R2001-1894) with Lawson, Noble & Webb, Inc. (LNW) to provide professional services required to prepare design plans and construction bid documents for the Project. On June 20, 2006 (R2006-1053) the Board approved the assignment of this contract from LNW to AGM. The County now desires AGM to revise the design plans to modify the configuration of the intersection of Northlake Boulevard and Seminole Pratt Whitney Road for the Project, as detailed in Exhibit "A" of the attached Supplemental Agreement. At the time of the September 20, 2000 CCNA Selection Committee, the annual goal for Minority Women Business Enterprise participation for professional services was 11.1%. The Small Business Enterprise (SBE) participation committed for this Project was 26%. Due to the nature of the requested services for this supplement, AGM has achieved 11.38% SBE participation. Due to the division of the original project into multiple subprojects, AGM's SBE participation to date, including this supplement, is 19.92% overall. AGM's SBE participation of 26% will be achieved with future subprojects. The fee, as detailed in Exhibit "A" of the attached Supplemental Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum) \$ 92,514.38 (Design) Reimbursable Expenses (Not to Exceed)... \$ 14,250.00 (Survey) Total: \$106,764.38

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

Attachments:

- 1. Location Map
- 2. Supplemental Agreement with Exhibits and Certificate of Insurance (2)
- 3 Project Work Schodule

Approved By: Sounty English	<u></u>	<u>8</u> /२ऽ⁻/०८ Date	·
Division Di	irector	Date	
Recommended by:	the GF	urnard 8/17	106
- 			=== ,,
3. I TOJECT WOLK SCHEUUIE			

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2006 \$112,065 -0- -0- -0- \$112,065	2007 -0- -0- -0- -0- -0-	2008 0- 0- 0- 0- 0-	2009 -0- -0- -0- -0- -0-	2010 -0- -0- -0- -0- -0- -0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No_Budget Acct No.: Fund 3503 Dept. 361 Unit 0620 Object 6505

Program

B. Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 3 Seminole Pratt/Northlake to Beeline

Supplement # 7 - Basic Services - Reimbursables	\$ 92,514.38 \$ 14,250.00
Consultant Authorization	\$106,764.38
Contingency	\$ 5,300.62
Fiscal Impact	\$112,065.00

C. Departmental Fiscal Review: _. R D Wand 8/9/04

III. REVIEW COMMENTS

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

	Smooth	8-29-66	Am I foculat 91666
	OFMB	Ne/20/04	Contract Dev. and Control
R	Approved on to	F	

B. Approved as to Form and Legal Sufficiency:

Assistant County Attorney

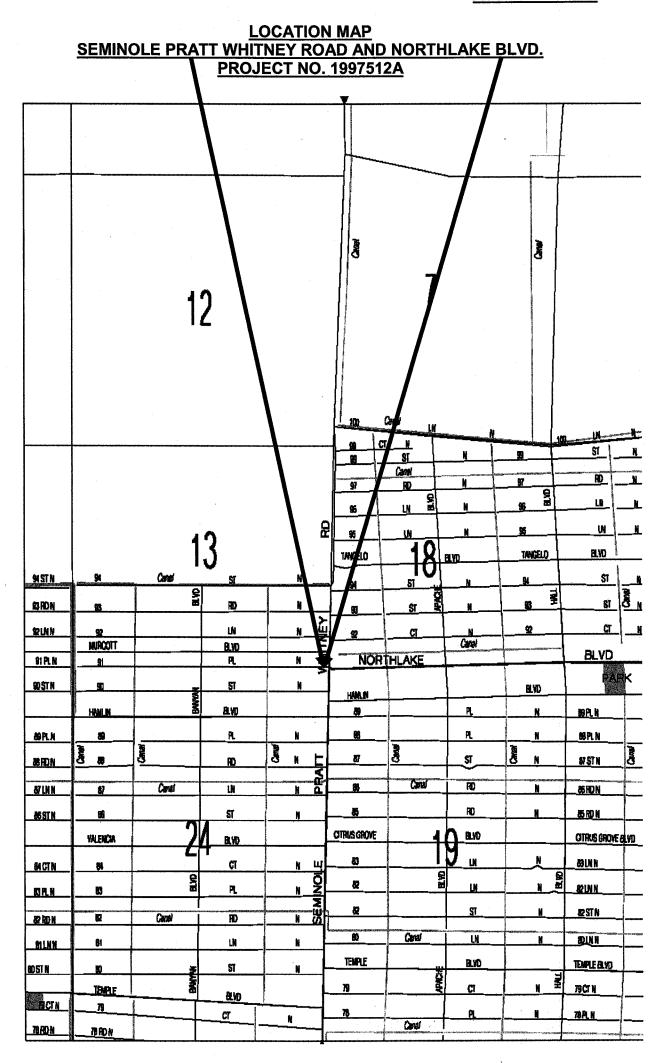
This item complies with current County policies.

C. Other Department Review:

Department Director

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

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SUPPLEMENTAL AGREEMENT BETWEEN

PALM BEACH COUNTY AND ARCADIS G&M, INC. FOR PROFESSIONAL ENGINEERING SERVICES ON

SEMINOLE PRATT WHITNEY ROAD AND NORTHLAKE BLVD. PROJECT NO.: 1997512A

PALM BEACH COUNTY, FLORIDA

THIS	SUPPLEMENTAL	AGREEMENT	No.	7 ,	made	and	entered	into	this	day of
	200	06 by and betwee	n Palı	n B	each C	ounty	, hereinaf	ter Co	OUN	ΓY, and,
Arcadis G&N	/l, Inc., a Florida Corp	oration with an a	ddres	s o	f 2081 \	/ista F	Parkway, \	West	Palm	Beach,
Florida 3341	1 hereinafter CONSI	ULTANT.								

WITNESSETH

WHEREAS, the COUNTY and CONSULTANT entered into a Project Agreement dated November 6, 2001 (R2001-1894) to provide professional engineering services for the design of Seminole Pratt Whitney Road from Northlake Boulevard to Bee Line Highway, Palm Beach County, Florida (hereinafter PROJECT); and

WHEREAS, the COUNTY now desires for the CONSULTANT to revise the plans to modify the configuration of the intersection of Northlake Blvd. and Seminole Pratt Whitney Road for the PROJECT; and

RE: SEMINOLE PRATT WHITNEY ROAD FROM NORTHLAKE BLVD. TO BEE LINE HIGHWAY PROJECT NO.: 1997512A

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

Basic Services in a lump sum fee of \$92,514.38; Reimbursable Expenses (Not to Exceed) \$14,250.00; Totaling \$106,764.38

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:

- The CONSULTANT agrees to provide professional services as described in Exhibit "A" of the Agreement known as "SCOPE OF WORK & FEE".
- 2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
- 3. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in Exhibit "C" of the Agreement.
- 4. The **CONSULTANT** has provided a Letter of Intent to perform as an SBE as described in Exhibit "D" of the Agreement.
- 5. The **COUNTY** agrees to pay the **CONSULTANT** a fee of One Hundred Six Thousand Seven Hundred Sixty-Four Dollars and Thirty-Eight Cents (\$106,764.38).
- The CONSULTANT agrees to indemnify, defend and hold harmless the COUNTY against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the CONSULTANT.

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated November 6, 2001 (R2001-1894), and;

Supplements and Amendments thereto, shall remain in full force and effect.

$\it RE:$ SEMINOLE PRATT WHITNEY ROAD FROM NORTHLAKE BLVD. TO BEE LINE HIGHWAY PROJECT NO.: 1997512A

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

OWNER:	CONSULTANT:
Palm Beach County, Florida, a Political Subdivision of the State of Florida	Arcadis G&M, Inc. a Florida Corporation
BOARD OF COUNTY COMMISSIONERS	
BY: Tony Masilotti, Chairman	BY: Flaul Stim, Vice President
ATTEST: Sharon R. Bock, Clerk & Comptroller Circuit Court	CORPORATE SEAL
BY: Deputy Clerk	WITNESS:
SEAL	BY: Aesny W. Debel, Ja (Printed Name)
APPROVED AS TO TERMS AND CONDITIONS:	(Printed Name)
BY: 524 Onds Offing Department Head	BY:
APPROVED AS TO FORM & LEGAL SUFFICIENCY:	(Printed Name)

County Attorney

EXHIBIT "A"

awson, Noble & Webb, Inc. ENGINEERS • PLANNERS • SURVEYORS

Setting the Standard...Leading the Way sm

May 04, 2006

Palm Beach County Roadway Production Division P.O. Box 21229 West Palm Beach, Florida 33416

Attn: Mr. Dave Young, P.E.

Re: **SEMINOLE PRATT WHITNEY ROAD**

SOUTH OF NORTHLAKE BOULEVARD TO NORTHLAKE BOULEVARD

P.B.Co. Project No. 97512 L.N. & W. Proposal No. 06-0139

Dear Mr. Young:

We are pleased to submit this proposal for Supplemental Services for the design of roadway improvements on Seminole Pratt Whitney Road from south of Northlake Boulevard to Northlake Boulevard. The following is our scope of services for this additional work.

The plans for the intersection of Northlake Boulevard and Seminole Pratt Whitney Road will be revised to provide for the following configuration:

- South Approach
 - o 1 thru lane northbound
 - 2 thru lanes southbound
 - o Single left turn lane
 - o Dual right turn lanes

Right of way will be acquired by Palm Beach County for a future exclusive right turn lane.

- North Approach
 - o 1 thru lanes northbound
 - 1 thru lanes southbound
 - o 1 thru lanes southbo single left turn lane

The north approach pavements and lane configuration will remain as the existing condition. Improvements will be limited to the minimum necessary to properly align with the south approach lane configurations.

- West Approach
 - o Shared thru and right turn lanes eastbound
 - o Left turn lane eastbound
 - o Single thru lane westbound

Mr. Dave Young May 04, 2006 Page 2

- East Approach
 - o Single thru lane westbound
 - o Dual left turn lanes westbound
 - o Single right turn lane westbound
 - o Two thru lanes eastbound

The proposed separators will be eliminated from the north approach. The south approach separator will be modified to align with the existing north approach lane configuration. The plans will be revised to eliminate the six lane section north of Northlake Boulevard and to provide transitions to match the existing roadway.

Modifications will be made to the alignment at the west approach of the intersection to eliminate the proposed island.

The transitions currently shown on Northlake Boulevard from the proposed 4-lane divided section to the existing section will be eliminated. The limit of work on Northlake Boulevard will be modified to be at approximate station 713+00.

A tree survey will be prepared to locate the existing native trees that will be removed for the construction of the project. The tree survey will consist of the flagging of native trees, the recording of the tree type, diameter, and location, and the preparation of a map and summary table. The tree survey will be limited to Seminole Pratt Whitney Road south of the north right of way line of Northlake Boulevard, and Northlake Boulevard east and west of Seminole Pratt Whitney Road. Upon completion of the tree survey, a vegetation removal permit application will be completed and submitted to Palm Beach County ERM.

The plans will be revised to direct the runoff to new drainage ponds. It appears that two or more ponds may be required. One pond may be located north of Northlake Boulevard and one pond may be located south of Northlake Boulevard. LNW will prepare a Pond Siting Report to discuss the feasibility of the construction of the ponds. The pond siting report will review the feasibility of the construction of one pond versus two or more ponds. Upon completion of the report and acceptance by the County, construction plans for the ponds will be prepared. The drainage system (pipe system) will be redesigned to direct the runoff to the new ponds.

Sketch and Legal descriptions will be prepared for the pond sites.

A Phase 1 Audit will be prepared for the pond sites. Please refer to the attached proposal for the Phase 1 Audit scope.

Permit application packages will be prepared and submitted to the following agencies:

- South Florida Water Management District
- Indian Trails Improvement District
- Palm Beach County ERM

Mr. Dave Young May 04, 2006 Page 3

A USACOE dredge and fill or wetlands permit is not expected to be required for this project.

The following is a summary of our fees for this project:

BASIC SERVICES

Engineering Design(LNW)	\$88,514.38
Tree Survey(J.F. Schnelle)	Reinb, (\$12,150.00)
Phase 1 Audit(ARCADIS)	\$4,000.00
TOTAL BASIC SERVICES	\$104,664.38 92514.38
REIMBURSABLES	92514.38
Sketch & Legal Descriptions(6 EACH @ \$350.00/per)	\$2,100.00 1入 150.00 4
TOTAL	\$106,764.38

Thank you for the opportunity to submit this Proposal. If you have any questions, or require additional information, please do not hesitate to contact this office.

Sincerely,

Henry W. Deibel, Jr., P.E. Associate Vice President

Cc: Steve Carrier, P.E. Bill Sears, P.E.

LAWSON, NOBLE & WEBB, INC.

ESTIMATE OF WORK EFFORT FOR ENGINEERING SEMINOLE PRATT WHITNEY ROAD

SOUTH OF NORTHLAKE BOULEVARD TO NORTHLAKE BOULEVARD PALM BEACH COUNTY PROJECT NUMBER 97512

		V					
				T ENGINEER		D OPERATOR	ACTIVITY TOTAL
	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY	MAN HOURS
DESIGN ANALYSIS		\$ 38.94	-	\$ 31.00	-	\$ 20.14	•
DRAINAGE ANALYSIS	36.0	\$ 38.94	176.0	\$ 31.00		\$ 20.14	212.0
ROADWAY PLANS	125.0	\$ 38.94		\$ 31.00	341.0	\$ 20.14	
UTILITIES	2.0	\$ 38.94	T	\$ 31.00	- 041.0	\$ 20.14	
PERMITTING	4.0	\$ 38.94		\$ 31.00	—	\$ 20.14	
SIGNAL PLANS		\$ 38.94		\$ 31.00	-	\$ 20.14	
SIGNING & PAVEMENT	1	ψ 00.24		U 01.00		20.1	
MARKING PLANS	5.0	\$ 38.94		\$ 31.00	41.0	\$ 20.14	
TOTALS	√ 172.0		/ 519.0		√ 382.0		1,073.0
							·
DESIGN ANALYSIS		s -		s -		\$ -	4
DRAINAGE ANALYSIS		\$ 1,401.84		\$ 5,456.00	,	\$ -	
ROADWAY PLANS		\$ 4,867.50		\$ 8,711.00		\$ 6,867.74	
UTILITIES		\$ 77.88		\$ 186.00		\$ -	
PERMITTING		\$ 155.76		\$ 620.00		\$ -	4
SIGNAL PLANS		\$ -		\$ -		\$ -	
SIGNING & PAVEMENT MARKING PLANS		\$ 194.70		\$ 1,116.00		\$ 825.74	
TOTALS		\$ 6.697.68		\$ 16,089.00		\$ 7,693.48	
				1	<u> </u>	1	
	BY	COST FOR	HOURLY			✓	
	ACTIVITY	ACTIVITY	RATE				
DESIGN ANALYSIS		s -	#DIV/0!				
DRAINAGE ANALYSIS	212.0	\$ 6,857.84	32.35				
ROADWAY PLANS	747.0						
UTILITIES	8.0	\$ 263.88	32.99				
PERMITTING	24.0	\$ 775.76	32.32				
SIGNAL PLANS	-	\$ -	#DIV/0!				
SIGNING & PAVEMENT MARKING PLANS	82.0	\$ 2,136.44	26.05	:			
TOTALS	1.073.0	\$ 30,480,16	\$28.41	Average per ho			

LAWSON, NOBLE & WEBB, INC. ESTIMATE OF WORK EFFORT FOR ENGINEERING

SEMINOLE PRATT WHITNEY ROAD

SOUTH OF NORTHLAKE BOULEVARD TO NORTHLAKE BOULEVARD PALM BEACH COUNTY PROJECT NUMBER 97512

LUMP SUM=	\$	106,764.38
TOTAL ADDITIONAL SERVICES	\$	<u>-</u>
Additional Services (N.T.E.)		
TOTAL REIMBURSABLE ITEMS	\$ \$	2.100.00 18250.00
SKETCH & LEGAL DESCRIPTIONS	\$	2,100.00
REIMBURSABLE ITEMS (Limiting Amount)		
TOTAL LUMP SUM SUBCONTRACT AMOUNT	Г\$.	16,150.00
PHASE 1 AUDIT	\$	4,000.00
TREE SURVEY (SCHNELLE)	\$	12,150.00
Subtotal (Cost Elements of Basic Activities)	\$	88,514.38
Subtotal (Salary Related Cost)	\$	88,514.38
(b) Operating Margin Cost	\$.	8,046.76
Subtotal (Salary + Overhead) (b) Operating Margin Percent	\$	80,467.62
(a1) Combined OH Percent (a2) Combined OH Cost	\$	164.00% 49,987.46
(a) Overhead Additives:		404 000/
Total Contract Cost Computations Total Activity Salary Costs	\$	30,480.16

HIGHWAY PAGE 1 OF 11

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 1 - DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
Typical Section Package	L.S.				0				
Master Plan with Geometrics	L.S.	:			0				·
Update Access Management	L.S.				0				
Traffic Analysis	L.S.				0				
Pavement Design Package	L.S.	-			0				
FDOT Conceptual approval	L.S.				0				
7. Contract File (Set-up and Maintenance)	L.S.				0				
8. Summary of Pay Items	L.S.	,			0				
9, C.E.S. / Summary of Pay Items	L.S.		·		0				
10. Special Provisions	L.S.				0				
									·
SUBTOTAL THIS SHEET					o	0	0	0	

HIGHWAY PAGE 2 OF 11.

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 1 - DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
11. Quality Control	0%	1			0				
12 Supervision	0%	1			0		-,		
13. Field Reviews	EA				0				
14. Progress Meetings	EA	2			0				
SUBTOTAL THIS SHEET					0	0	0	0	
				-1.					
	,								
	-						-		
TOTAL SUBACTIVITY 1					0	0	0	0.	

HIGHWAY PAGE 3 OF 11.

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 2 - DRAINAGE DESIGN & ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
Design of Cross Drains	Ea.		2		0				
1. Design of Cross Drains	La.								
2. Drainage Maps	Sheet	3	4	3	12	4.0	8.0		
Design of Outfall Ditches	Ea.	:	·		0				
Interchange Drainage Design	Ea.				0				
5. Design of Storm Sewers	Ea.	56	2	· .	112	16.0	96.0		Redesign of Northlake & Seminole
Design of Stormwater Retention / Detention Fac.	Ea.	2	16		32	4.0	28.0		
7. Design of Special Drainage Systems	L.S.		24		0				·
Preparation of Bridge Hydraulics Report	Ea.				0				
9. Drainage Design Report	L.S.	11	16		16	4.0	12.0		
10 Investigate Outfall Requirements	L.S.		8		0				
11 Pond Siting Report	L.S.	1	40		40	8.0	32.0		
SUBTOTAL THIS SHEET					212	36	176	0	

HIGHWAY PAGE 4 OF 11.

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 2 - DRAINAGE DESIGN & ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
10. Quality Control	- 0%				. 0				
11. Supervision	0%				0				
12. Field Reviews	Ea.	,	,		00				
13. Progress Meetings	Ea.				0				
SUBTOTAL THIS SHEET		:			0	0	0	0	
TOTAL			,		212	36	176	0	

HIGHWAY PAGE 5 OF 11.......

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 3 - ROADWAY PLANS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	, NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1. Key Map	Sheet	1	3	1	3	1.0	1.0	1.0	REVISE SHEET
2. Typical Section & Notes	Sheet	2	6	2	12	2.0	4.0	6.0	
3. Summary of Quantities	Each	1	24	1	24	4.0	12.0	8.0	
4. Plans	Sheet	17	8	17	136	28.0	40.0	68.0	
5. Plateau Intersection Details	Each	1	16	2	16	2.0	6.0	8.0	
6. Profiles	Sheet	17	8	17	136	28.0	40.0	68.0	
7. LWDD Canal relocation plans	Sheet	-			0				
8. Drainage Structure Sheets	Ea. Structure	56	3	16	168	34.0	50.0	84.0	
Miscellaneous Construction Details	L.S.				0				
10. Summary of Drainage Structures	Sheet	5	8	5	40	4.0	16.0	20.0	
11. Cross-Sections	Ea.	25	3	7	75	8.0	30.0	38.0	
12. Baseline Control	Sheet		6		0				
13 Cost Estimates	Each	2	4	2	8	2.0	6.0		
SUBTOTAL THIS SHEET					618	113	205	301	

HIGHWAY PAGE 6 OF 11.

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 3 - ROADWAY PLANS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
14 Detention Area Plan & Details	Each	2	40	4	80	4.0	36.0	40.0	
15 Critter Crossing Plans	L.S.				0				
16 Quantity Computation Booklet	L.S.	1	48		48	8.0	40.0		
V			 0	<u> </u>	0	0.0			
17 Quality Control	0%				0		,	,	
18 Supervision	0%				<u> </u>				
OUDTOTAL TWO OUTT					128	12.0	76.0	40.0	
SUBTOTAL THIS SHEET		-			120	12.0	70.0	40.0	
									·
:									
18									
					·				
TOTAL				<u> </u>	746	125	281	341	

HIGHWAY PAGE __7__ OF __11___.

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 4- UTILITIES / RAILROADS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
Initial Contact	Ea.		2		. 0				
2. Prepare Utility Adjustment Sheets	Sheet				0				<u></u>
3. Coordination with Utility Companies	Ea.	2	4		8	2.0	6.0		
Utility Pothole Meeting	Ea.				0				
5. Final Utility Meeting	Ea.				0	_			
6 Pre Work Meeting	Ea.				0				
SUBTOTAL THIS SHEET					8	2	6	o	
O. Ourlit Control	0%				0	·			
6. Quality Control									
7. Supervision	0%				0				
8. Utility Meetings									
TOTAL					8	2	6	0	

HIGHWAY PAGE 8 OF 11...

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 5 - ENV. SERVICES / PERMITS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
Preliminary Field Review	L.S.		4		0				
Agency Coordination (Includes all Phases)	L.S.		4		0				
Establish Wetland Jurisdictional Lines	L.S.				0				****
Agency Field Review	L.S.				0				
Prepare Wetland Resouce / Dredge & Fill Permit 5. Application	L.S.	_	<u> </u>		0				
Prepare Stormwater Mgmt. & Surface Water Permit 6. Application (MSSW)	L.S.	1	16		16	2.0	14.0		
Prepare Coast Guard Navigation Permit Application	L.S.				0				
Prepare ITID Permit Application	L.S.	1	8		8	2.0	6.0		·
Prepare LWDD Drainage Permit Application	L.S.		8		. 0				
10. Prepare USACOE Permits	L.S.		24		0				
11 Mitigation Coordination and Meetings	L.S.				0				
SUBTOTAL THIS SHEET			,		24	4	20	0	

HIGHWAY PAGE 9 OF 11.

HIGHWAY TASK LIST

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 5 - ENV. SERVICES / PERMITS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
12. Mitigation Design	L.S.				0				
13. Mitigation Plans (Includes all Phases)	Sheet				0				
						,	*		
SUBTOTAL THIS SHEET					0	0	0	0	
				-					
				,					
14. Quality Control	0%				0				
15. Supervision	0%				0				
	- 1								
TOTAL					24	4	20	0	

ACTIVITY: A. ROADWAY PLANS PACKAGE

SUBACTIVITY: 6 - SIGNAL PLANS

	TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1	Traffic Data Analysis	Intersection	. "	16		0			·	
2	System Timings	Intersection		8		0				
3	Signal Plans	Intersection	•	80		0				
4	Interconnect Plans	Intersection		24		0 -				
5	Signage	Intersection		4		0				
6	Pole Structural / Elevation Analysis	Intersection		4		0				
7	Quantity Computations	Intersection		16		0				
8	Cost Estimate	Intersection		6		0				
							, , , , , , , , , , , , , , , , , , , ,			
	SUBTOTAL THIS SHEET					0	0.0	0.0	0.0	
	000101742 1110 011221									
	TOTAL					0	0.0	0.0	0.0	

HIGHWAY PAGE 10 OF 11

HIGHWAY TASK LIST

ACTIVITY: B. SIGNING & PAVEMENT MARKINGS

SUBACTIVITY: NONE

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
1. Key Sheet	Sheet	1	2		0	.1		1	
2. General Notes	Sheet				0				2
3. Tabulation of Quantities	Sheet				0				
4. Plan Sheets	Sheet	5	16	5	80	4	36	40	
5. Guide Sign Worksheet	EA		·	-	0				
6. Cross-Sections & Layout	EA		-		0				
7. Special Marking Details	EA				0				
8. Sign Details	Sheet				0				·
9. Metal / Concrete Pole Details	EA		7		0				
	EA				0				
10. Service Point Details									
11. C.E.S. / Summary of Pay Items	L.S.				0				
12. Special Provisions	L.S.				0				
SUBTOTAL					80	5	36	41	

HIGHWAY PAGE __11__ OF ___11__.

HIGHWAY TASK LIST

ACTIVITY: B.SIGNING & PAVEMENT MARKINGS

SUBACTIVITY: NONE

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/UNIT	NO. OF SHEETS	TOTAL HOURS	PROJECT MANAGER	PROJECT ENGINEER	SR. CADD	REMARKS
13. Quality Control	0%				0				
4. Supervision	0%				. 0				
5. Field Review	0%				0				
6. Progress Meeting	0%				0				
		v.							
							:		
							<u> </u>		
							-		
TOTAL					80	5	36	41	



James F. Schnelle, Jr., P.E. Environmental Management & Engineering 8259 North Military Trail, Suite #8 Palm Beach Gardens, Florida 33410-6352 (561) 622-5549

March 16, 2006

Revised Draft-Sent via facsimile 684-1812

Mr. Hank Deibel, P.E. Arcadis 420 Columbia Drive, Suite 110 West Palm Beach, FL 33409

Re: Tree Survey -- Additional Work

Dear Mr. Deibel;

We are pleased to submit our proposal to conduct a tree survey of native trees greater than three inches in diameter for each side of the ROW as follows:

- Seminole Pratt Whitney Road from 86th north to Northlake Blvd. 2,500 l.f.
- 86th Road from Seminole Pratt 400 l.f.

Task I	Tree Survey	Hours	Budget
Α	Flag Native Trees, Measure DBH, GPS Coordinates of the Trees, Compile a Map & Summary Table	90	\$ 12,150

Total Project Budgetary Cost Estimate 90 \$ 12,150.

We stand ready to assist you in any way we can.

lery truly yours,

lames F. Schnelle, Jr., P.E. Consultant

Consultant

PHASE I ENVIRONMENTAL SITE ASSESSMENT AGREEMENT

Preamble

This Phase I Environmental Site Assessment Agreement ("Agreement") is made and entered into on this 27th day of March 2006 by and between ARCADIS G&M, Inc. ("Consultant") and Palm Beach County Roadway Design ("Client"), to perform a Phase I Environmental Site Assessment ("Assessment") of two ±5-acre future drainage pond parcels located along Seminole-Pratt Whitney Road and Northlake Boulevard in Palm Beach County, Florida.

1. Description of the Assessment

The Assessment will comprise the Scope of Services in the attached Exhibit A.

Exhibit A is an integral part of this Agreement and all of the provisions are incorporated herein.

2. Written Report

Consultant's findings will be summarized in a written report ("Report"). The Report will describe the findings of the assessment and will be signed by an officer of Consultant. Client understands the necessity of and agrees to be bound by the disclaimers, qualifications, conditions, or limitations stated in the Report as are consistent with the Scope of Services.

3. Definitions

As used in this Agreement, the following terms shall have the meanings hereinafter set forth:

- "Agreement" means this document, together with all documents and exhibits attached hereto. The documents are intended to be construed consistently and as a whole, and anything that is required by one document shall be deemed to be required by all.
- "Fee Schedule" means Consultant's charges for professional services and reimbursable expenses, which shall be updated periodically.
- "Services" means those services to be performed by Consultant pursuant to the terms and conditions of this Agreement as described in Exhibit A hereto.
- "Site" means the property, parcels or location with respect to which the Services are performed.

4. Compensation

Client shall pay and Consultant agrees to accept the lump-sum amount shown below as full compensation for the Services to be performed under this Agreement.

The lump-sum amount payable for the Services without modification of this Agreement is \$4,000. Additions to the Services will be compensated on a time-and-expenses basis per the Consultant's Fee Schedule.

If arrangement for payment of the Services is other than a fixed fee or lump sum, then Consultant shall then be compensated on a time-and-expenses basis in accordance with the Fee Schedule.

5. Payment for Services

Consultant will invoice Client monthly for Services performed in preceding periods. Within 30 days of the date Consultant's invoice is received by Client, Client shall pay the full amount of such invoice; provided, however, that if Client reasonably objects to any portion of an invoice, Client shall notify Consultant of Client's objection and the grounds therefor within 15 days of the date of receipt of the invoice, and the parties immediately shall make every effort to settle the disputed portion of the invoice. Client in any event shall pay every portion of the invoice that is not in dispute within the 30-day period for payment. Client shall pay an additional charge of 1-1/2 % of the unpaid invoice per month, to the extent legally payable, for any payment made more than 30 days after the date of the invoice; provided, however, that such additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client.

In the event of litigation or other legal proceedings to enforce performance of this Agreement or any obligation of payment under this Agreement, the prevailing party therein shall be entitled to recover from the other, attorneys' fees and costs as may be reasonably incurred by reason of the litigation.

6. Representations, Warranties and Limitations

Consultant represents that it is knowledgeable and experienced in providing technical consulting services comparable to services as would be provided by firms of the same or similar national reputation. Consultant represents to Client that the Services

shall be performed in a manner consistent with the standard of care and in accordance with the standards of practice for environmental site assessments of commercial real estate as set forth under ASTM No. 1527-00 and any amendments or updates thereof. CONSULTANT MAKES NO WARRANTIES OF ANY KIND WHATSOEVER, WHETHER EXPRESSED OR IMPLIED.

The observations described in the Report will be made exclusively under the conditions and subject to the limitations stated therein. The conclusions presented in the Report will be based solely upon the activities described therein, and not on scientific tasks or procedures beyond the scope of described services. Where indicated, Consultant will have accepted as true, information obtained in interviews with individuals involved with operations on the Site and information obtained from regulatory databases.

Observations will be made of the Site and of structures on the Site. Where access to portions of the Site or to structures on the Site are unavailable or limited, Consultant will render no opinion and accepts no responsibility for disclosure as to the condition of these portions of the Site, including specifically, but not limited to, the presence of hazardous material at these locations. In addition, Consultant will render no opinion concerning the presence or absence of indirect evidence relating to hazardous material, petroleum-based or other materials, as may require further investigation or clean-up, where direct observation of any part of the Site, including below ground, interior walls, floors, or ceilings of a structure on a Site or other areas, is obstructed by objects or coverings on or over these surfaces.

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As with any assessment of this type, the conclusions and observations are based upon limited data, and therefore the risk of undiscovered environmental impairment of the property is solely the Client's risk and cannot be ruled out. Consultant does not, therefore, represent or warrant the actual conditions of the Site or value of the Site as may by implication be attributable to actual conditions at the Site.

Client acknowledges that Consultant has played no part in the creation of any hazardous waste, pollution sources, nuisance, or chemical or industrial disposal problem, if any, which may exist; and further, acknowledges that Consultant does not assume responsibilities of a generator, operator, transporter or an arranger in the treatment, storage, disposal or transportation of waste as those terms are understood within the meaning of the Resource Conservation and Recovery Act, or the Comprehensive Environmental, Response, Compensation and Liability Act.

Prior to commencement of the Services, and continuing thereafter, Client shall notify Consultant of any known potential or possible health or safety hazard existing on or near the Site upon which the Services are to be or are being performed by Consultant or its subcontractors, with particular reference to hazardous substances or conditions.

7. Access to Premises

During the term of this Agreement, Client shall grant to or cause to be made available to Consultant reasonable and necessary nonexclusive access to the Site and other Sites, as necessary, for the purpose of allowing Consultant to perform the Services and

fulfill its obligations under this Agreement.

Consultant shall comply with generally accepted safety procedures and all other safety procedures which have been communicated to Consultant or its Personnel by Client.

If the Site is sold or otherwise conveyed to a third party, Client covenants to use its best efforts to obtain for Consultant reasonable and necessary nonexclusive access to the Site for the exclusive purpose of allowing Consultant to fulfill its obligations hereunder. Client shall immediately notify Consultant if Client is unable to obtain necessary access within a timely manner.

Should Consultant be obstructed or delayed in the commencement, performance or completion of the Work, without fault on its part, by reason of not having full access to the Site, then Consultant may be entitled to an adjustment in compensation and/or an extension in the completion time requirements.

8. Notice of Claim

As a prerequisite to the right of commencing legal action, any claim by Client pursuant to this Agreement must be in writing, must arise from a breach of contract on the part of Consultant, must set forth the facts upon which it is based, and must be received by Consultant within two (2) years of the completion of the Assessment.

9. Limitation of Consultant's Liability

To the fullest extent permitted by law, the total liability, in the aggregate, of Consultant and Consultant's directors, officers, employees, agents,

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associates or subcontractors, and any of them, to you as Client or anyone claiming by, under or through you as Client, for any and all injuries, claims, losses, expenses, including attorneys' fees, experts fees or court costs and damages whatsoever arising out of or in any way related to Consultant's Services, the project or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, breach of contract, strict liability, errors or omissions of Consultant or employees, directors, officers, agents, associates or subcontractors of Consultant, or any of them, shall not exceed the total fee paid under this agreement.

10. Client's Information

The Client will do the following in a timely manner to support Consultant's performance of the above Scope of Services:

- Furnish a site plan, if available, that shows property lines, buildings, utility easements, and all unusual features.
- Provide a site contact, if available, familiar with the subject property to tour the facility with Consultant's inspector and provide descriptions of any processes or materials used on the property.
- Furnish all documents and information known to Client that relate to identity, location, quantity, nature or characteristics of any hazardous substances or wastes at, on, or under the subject property.
- Supply, as available, information pertinent to a Phase I Environmental Assessment. This

information includes, but is not limited to: Title Search or History of Property Ownership, As-Built Drawings, Aerial Photographs, Soil Reports, Existing Environmental Reports, Geotechnical Reports, Environmental Permits and Monitoring Data, Rent Rolls, and all correspondence with regulatory agencies.

11. Confidentiality of Data, Information and Reports

If directed by Client in order to protect the confidentiality of Client's business and/or communications, Services shall be conducted in accordance with the following:

- Consultant shall not in any manner reveal, disclose or publish, without Client's prior written consent, the fact that Client has contracted for the Services of Consultant.
- All actions, including on-site inspection and employee interviews, shall be conducted only at request of Client. No records shall be delivered to any person unless specifically directed by
- All books, records, photographs, slides, materials, data, documents, communications, notes, proposals, reports, scopes of work or related responses, whether in writing or any other form, which are either generated by Consultant or furnished to Consultant by Client or others, shall be considered (unless specifically marked otherwise by Client or Client's attorneys) as confidential and within any applicable privilege.

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12. Ownership of Materials

Reports and other materials prepared or developed by or for Consultant pursuant to this Agreement shall become the property of Client upon payment for Services. Upon termination of this Agreement, or at an earlier time if Client requests, and contingent upon Client having no outstanding due payments to Consultant, Consultant will deliver to Client any such reports or materials received or generated in the performance of this Agreement.

13. Use of Documents

The Report concerning the results of the Assessment hereunder is not intended or represented to be suitable for reuse by Client or others, other than in relation to the specific and immediate purpose for which this Assessment is being conducted. Reuse of the Report and related materials by Client without written permission or adaptation by Consultant other than for the specific purpose intended shall be at the user's sole risk, without liability on Consultant's part, and Client agrees to indemnify and hold harmless Consultant from all claims, damages and expenses, including attorneys' fees, arising out of such unauthorized reuse by Client.

14. Mediation

If any dispute arises out of or relates to this contract, or the breach thereof, and if said dispute cannot be settled through direct discussions, the parties agree to first endeavor to settle the dispute in an amicable manner by mediation under the Construction Industry Mediation Rules of the American Arbitration Association before having recourse to a

judicial forum. No written or oral representation made during the course of any mediation shall be deemed a party admission.

15. Invalidity and Waiver

If any portion of this Agreement is held invalid or inoperative, then so far as is reasonable and possible the remainder of this Agreement shall be deemed valid and operative, and effect shall be given to the intent manifested by the portion held invalid or inoperative. The failure by either party to enforce against the other any term or provision of this Agreement shall be deemed not to be a waiver of such party's right to enforce against the other party the same or any other such term or provision.

16. Governing Law

This Agreement and the legal relations of the parties shall be governed by the laws of the State of Florida, applicable to agreements negotiated, executed, delivered, and fully performed in such state.

17. Entire Agreement

This Agreement contains the entire contract and understanding between the parties, and all prior or contemporaneous promises, representations, agreements or understandings are expressly merged herein and superseded hereby. No modification of this Agreement shall be effective, except in writing, and executed by the parties.

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18. Counterparts

To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient. It shall not be necessary that the signature on behalf of both parties hereto appear on each counterpart hereof. All counterparts hereof shall collectively constitute a single agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective on the date mentioned above.

Palm B	each County Roadway Design	ARCADIS G&	M, Inc.	
By:		By:	affen	_
			Paul H. Stirm	
Title:		Title:	Area Manager	_
Date:	· ·	Date:	March 27, 2006	

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Proposal No. 06-0208

EXHIBIT A SCOPE OF SERVICES

This Exhibit A is considered an integral part of this Agreement.

Site: Two ±5-Acre Future Drainage Pond Sites, Seminole-Pratt Whitney Road and Northlake Boulevard, Palm Beach County, Florida

SCOPE OF WORK

The Assessment will be comprised of the following specific elements: visual site reconnaissance; windshield survey of adjacent properties; and review of local records of regulatory agencies including the Florida Department of Environmental Protection, South Florida Water Management District, the Palm Beach County Department of Environmental Resources Management, and the Palm Beach County Health Department. The assessment will be conducted in accordance with the American Society for Testing and Materials (ASTM) E-1527-00 standard. A Federal and State Environmental Agency data base summary of sites or facilities listed within the specified ASTM-standard distance of the subject property shall be obtained and reviewed. Previous environmental reports, if available, will be reviewed and evaluated. Available aerial photographic maps from the Palm Beach County Property Appraiser's Office and the Palm Beach County Engineering Department shall be reviewed. Historical land use will be interpreted from available aerial photographic maps, interviews with current land owner and other available sources.

Site access shall be arranged by and be the responsibility of Client. It is mutually agreed upon that the site inspection for both parcels shall be conducted within one day and any subsequent return trips to the subject property, as a result of access difficulties, are outside this scope of work and shall be invoiced on a time-and-materials basis in accordance with Consultant's current fee schedule.

The Assessment will not include a determination of the existence of environmental liens; a review of chain-of-ownership or abstract of title; surface-water, groundwater, storm-water, or air sampling, monitoring and analysis; asbestos inspection, sampling, and analysis; or radon sampling and analysis. These services can be provided upon request for an additional fee on a time-and-materials basis in accordance with Consultant's current fee schedule.

Our findings will be summarized in the report. A verbal notice with recommendations for Phase II ESA activities (if applicable) will be made after the site reconnaissance. The Report will be signed by an officer of Consultant. The report will be certified to Client and one other party (lender) if identified prior to the final report.

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SCHEDULE

ARCADIS will immediately begin the site assessment upon award of the contract. A verbal report can be provided within 3 days after the site reconnaissance. A draft report will be submitted within 3 weeks from contract award. ARCADIS will prepare a final report within one week of receipt of comments from the Client.

COMPENSATION

The cost for this assessment is a lump sum of \$4,000, payable upon receipt of the written report. Additional services that might be requested by the Client, including but not limited to revisions to the written report, detailed research into potential polluting facilities or equipment identified in the report, and research of files, records and reports not specified herein, shall be invoiced on a time-and-materials basis in accordance with Consultant's current fee schedule.

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EXHIBIT "B"

PROJECT: Seminole Pratt Whitney – 100th Lane N. to Biothech Parkway

PROJECT NO.: <u>1997512(A1)</u>

CONSULTANT: Lawson, Noble & Webb, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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

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

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

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

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

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

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

Henry W. Deibel, Jr., P.E., President

EXHIBIT "C"

Engineering & Public Works Roadway Production

05/19/2006

PARTICIPATION FOR MWBE/SBE CONSULTANTS

Supplement Number 6

Seminole Pratt Whitney Rd. Northlake-Bee Line Project Name:

Project No.: <u>1997512</u>

Prime Consultant: Lawson, Noble & Webb, Inc.

Prime Contact Person: Hank Dieble, P.E.

Telephone No.: (561) 684-6686 Resolution Date: <u>11/06/2001</u>

Res #: R2001-1894

Supplement date: 07/11/2006

Department: Engineering & Public Works

Nome / Address / Telephone of Minerity Only Organitant	Type / Description of						Consultant		
Name / Address / Telephone of Minority Sub-Consultant	Work Performed by Sub-Consultant		Black	Hispanic	Other	Women	White Male		
Environmental Management & Engineering (Jim Schnelle, 8259 N MILITARY TRL STE 8	Environmental	MWBE	0.00	0.00	0.00	0.00			
PALM BEACH GARDENS, FL 33410 (561) 622-5549		SBE	0.00	0.00	0.00	0.00	12,150.00		
	To	otal MWBE	0.00	0.00	0.00	0.00			
		%							
	T	otal SBE	0.00	0.00	0.00	0.00	12,150.00		
Total Supplement Amount:	106.764.38	%				· · · · ·	11.38		

EXHIBIT "D"

LETTER OF INTENT TO PERFORM AS AN SBE, M/WBE AND/OR SUB-CONSULTANT

AAR1 ***	(NAME OF PRIME CONSULTANT)
Z <u>USI Vista Parkwuy</u>	West Palm Beach #1 33411
	(ADDRESS)
1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	(ADDICESS) Letter of Intent to "Palm Beach County."
CONTACT PERSO	ON & TITLE;
FROM: James F.	Schnelle, Jr., P.E.
	SUH-CONSULTANT (Prime ILSHH-er MANDE)
<u>8259 N. M</u>	filitary Trail, Suite 8 Palm Beach Gardens, Fl 33410
	(ADDRESS)
<u>561-622-5</u>	201-02Z-/031
CONTACT PERSO	N: James F, Schnelle
	Games 1: Dement
TTULE: President	EMAIL: jfschnelle@sol.com
The undersigned i	intend to perform work in connection with the above project as (check one): duala corporationa partnershipa joint venture
* MBE:BL	TERTIFIED SHE OR M/WHE *: X YES NO IF YES, Check all that apply: H WHE O(Other)
* SBE: BL	
	HWBEO(Other) White Male OTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTUICATION
undersigned is prepared	to perform the following described work in connection with the project of the second
work remays par	to perform the following described work in connection with the project (specify in detaits thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:
Activity Provided ** SUB-CONSULTANT	ito perform the following described work in connection with the project (specify in detains thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE: Tree Survey "S "TOTAL PARTICIPATION" FOR THIS PROJECT: 11.28 % **TOTAL PARTICIPATION FOR THIS PROJECT: 11.28 %
Activity Provided ** SUB-CONSULTANT The undersigned will enter in	it to perform the following described work in connection with the project (specify in detains thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE: Tree Survey "S "TOTAL PARTICIPATION" FOR THIS PROJECT: **MITTER Survey** It is a formal agreement for the described work with the share and the survey of the state of the survey with the share and the survey of the state of the survey with the share and the survey of the state of the survey with the share and the survey of the state of the survey with the share and the survey of the survey with the state of the survey of the survey with the state of the survey of the sur
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1. Activity Provided ** SUB-CONSULTANT The undersigned will enter in executed agreement with Paragraphics information if an SB	its thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE: Tree Survey "S "TOTAL PARTICIPATION" FOR THIS PROJECT: **TOTAL PARTICIPATION FOR THIS PROJECT:
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1. Activity Provided ** SUB-CONSULTANT The undersigned will enter in executed agreement with Paragraphics information if an SB	It to perform the following described work in connection with the project (specify in detains thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE: I: Tree Survey I: Tree Survey I'S "TOTAL PARTICIPATION" FOR THIS PROJECT: 11.28 % NOT 100%. Into a formal agreement for the described work with the above-named prime consultant upon an alm Beach County If or M/WBE If Whitney - 100th Lane N. to Biothech Parkway PROJECT NO.: 1997512(A1) James F. Schnelle, Jr., P.E. dba Environmental Management & Engineering NAME OF SUB-CONSULTANT FIRM (PRIME IT SBE or M/WBE)

08/07/2006

Engineering & Public Works Roadway Production

PROJECT HISTORY

PROJECT NAME:

Seminole Pratt Whitney Rd. Northlake-Bee Line

PROJECT NO.

1997512

RESOLUTION DATE / NO.

11/06/2001

R2001-1894

AGREEMENT AMOUNT: \$

469,531.95

SUPP#	DATE	DESCRIPTION	LEAD	CRC	BCC
1	06/12/2002	Prepare alignment study for the Project and procure Phase I services (i.e., survey, environmental, permitting).	0.00	43,070.47	0.00
2	02/18/2004	Preliminary alignment and surface water analysis to the proposed extension of PGA Blvd. (Scripps)	0.00	49,459.17	0.00
3	06/08/2004	Professional services to address Scripps from Northlake Blvd. to the proposed PGA Blvd. Extension. Includes a new alignment with related typical sections, survey, geotech and drainage design.	0.00	0.00	249,601.45
. 4	09/30/2004	Realignment of roadway toward the east to allow flow way on west side of SPW.	0.00	0.00	18,258.56
5	03/25/2005	Preparation of tree survey and vegetation removal permit application.	2,436.00	0.00	0.00
6	09/13/2005	Preparation of construction plans.	0.00	0.00	425,456.23
		TOTALS	2,436.00	92,529.64	693,316.24

Page 1

Δ	CORD. CERTIF	ICATE OF LIABIL	ITY INSUI	RANCE		TE(MM/DD/YY) 04/14/06
	PROBUCER AON RISK SERVICES, INC. OF Tennessee 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.					
PHON	е (866) 283-7124	FAX-(866) 430-1035		INSURERS AF	FORDING COVERAGE	
INSU		(666) 436 1033	INSURER A:	Greenwich Ins	surance Company	
	ARCADIS G&M, Inc.		INSURER B:	XL Specialty	Insurance Co	
	630 Plaza Dr Ste 200 Highlands Ranch CO 80129 USA INSURER C:					
	INSURER D:					
			-			
co	VFRACES This Certificate is not in	tended to specify all endorsements, co	INSURER E:	tions and exclusions	of the policies shown.	SIR May Apply
TH AN PE	E POLICIES OF INSURANCE LISTED E IY REQUIREMENT, TERM OR CONDIT RTAIN, THE INSURANCE AFFORDED	BELOW HAVE BEEN ISSUED TO THE IN TION OF ANY CONTRACT OR OTHER DO BY THE POLICIES DESCRIBED HEREIN TE BEEN REDUCED BY PAID CLAIMS.	SURED NAMED ABO DOUMENT WITH RES	VE FOR THE POLICY SPECT TO WHICH TH	PERIOD INDICATED . NOTV IS CERTIFICATE MAY BE ISS	VITHSTANDING SUED OR MAY
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	LIM	ITS
Α	GENERAL LIABILITY	GEC001076104	01/01/06	01/01/07	EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY	General Liability			FIRE DAMAGE(Any one fire)	\$1,000,000
	CLAIMS MADE X OCCUR				MED EXP (Any one person)	\$10,000
	X Contractual	*		•	PERSONAL & ADV INJURY	\$1,000,000
				,	GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO- X LOC				PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO	AEC001075804 Auto (AO5)	01/01/06	01/01/07	COMBINED SINGLE LIMIT (En accident)	\$1,000,000
A	ALL OWNED AUTOS SCHEDULED AUTOS	AECO01719502 Mass Auto	01/01/06	01/01/07	BODILY INJURY (Per person)	
	X HIRED AUTOS X NON OWNED AUTOS				BODILY INJURY (Per accident)	
					PROPERTY DAMAGE (Per accident)	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	ANY AUTO				OTHER THAN EA ACC AUTO ONLY:	
Α	EXCESS LIABILITY	UEC001075904	01/01/06	01/01/07	EACH OCCURRENCE	\$1,000,000
	X OCCUR CLAIMS MADE	Umbrella 			AGGREGATE	\$1,000,000
	DEDUCTIBLE X RETENTION \$10,000					
В	WODY/DO COLUMN	RWD9435163	01/01/06	01/01/07	X WC STATU- OTH-	
_	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Workers Compensation	01/01/00		TORY LIMITS ER E.L. EACH ACCIDENT	\$1,000,000
8		RWR9435167 State of Wisconsin	01/01/06	01/01/07		\$1,000,000
		Seace of Wisconstill			E.L. DISEASE-POLICY LIMIT E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	OTHER		<u> </u>			
			-			
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS Re: Engineering Design Services for intersection improvement projects on an annual basis. Certificate requested for: Intersection Improvements Annual Agreement No., and Seminole Pratt Whitney from Northlake Blvd. No. 1997512, Alternate AlA'S of Frederick Small Rd. No. 2003515, Hypoluxo Rd. from Jog to Military						
	Palm Beach County Board of County Commissioners Attn. Joan Thurman PO BOX 21229 ACCURATE HOLDER GANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY					

Attachment to ACORD	Certificate for ARCADIS	G&M,	Inc.
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The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

ARCADIS G&M, Inc. 630 Plaza Dr Ste 200 Highlands Ranch CO 80129 USA

INSURER	•
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

	ceruncate form for poncy films.						
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER POLICY DESCRIPTION	POLICY POLICY EXPIRATION DATE DATE		LIMITS		
		-					
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Trail No. 2003511 and PGA Blvd., -Seminole Pratt Whitney No. 2004524.
Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are named as additional insureds on the General & Auto Liability policies as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions. Prior Acts of January 1, 1958 applies to this contract.

Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

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s /	CORD, CERTI	MCASHEKO KILKARU	HANATNISIER	wording.	D P	ATE(MM/DD/YY) 05/25/06	
PROL	OUCER Aon Risk Services, Inc. (501 Corporate Centre Driv Suite 300 Franklin TN 37067 USA		THIS CERTIFICAND CONFERS	CATE IS ISSUED NO RIGHTS UPO DOES NOT AME	AS A MATTER OF INF ON THE CERTIFICATE ND, EXTEND OR ALTE E POLICIES BELOW.	ORMATION ONLY HOLDER. THIS	
DITO	ж (866) 283-7124	WAY. (866) 420-1025		INSURERS AF	FORDING COVERAGE	C .	
INSU		24 FAX-(866) 430-1035 INSURER A: Lexington Insurance Company					
	ARCADIS G&M, Inc.		INSURER B:				
630 Plaza Dr Ste 200 Highlands Ranch CO 80129 USA			INSURER C:				- d
			INSURER D:				H
			INSURER E:				Tolo
TH AN PE	E POLICIES OF INSURANCE LISTED E Y REQUIREMENT, TERM OR CONDI	DEMOND SPECIFY All UNDERSEMENTS, CELOW HAVE BEEN ISSUED TO THE IT TION OF ANY CONTRACT OR OTHER I BY THE POLICIES DESCRIBED HEREID TE BEEN REDUCED BY PAID CLAIMS.	NSURED NAMED ABO' DOCUMENT WITH RES	VE FOR THE POLICY PECT TO WHICH TH	PERIOD INDICATED , NOT IS CERTIFICATE MAY BE I	SSUED OR MAY	Holder Identiffer
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM\DD\YY)	POLICY EXPIRATION DATE(MM\DD\YY)	L	IMITS	473
	GENERAL LIABILITY				EACH OCCURRENCE		57001801347
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE(Any one fire)		218
	CLAIMS MADE OCCUR				MED EXP (Any one person)		570
					PERSONAL & ADV INJURY GENERAL AGGREGATE		
	GEN'L AGGREGATE LIMIT APPLIES PER:			·			
	POLICY PRO- LOC				PRODUCTS - COMP/OP AGG		Ž
							,
	AUTOMOBILE LIABILITY ANY AUTO			•	COMBINED SINGLE LIMIT (Ea accident)		Contifficate No
	ALL OWNED AUTOS				BODILY INJURY		ζ
	SCHEDULED AUTOS	•			(Per person)		
	HIRED AUTOS NON OWNED AUTOS				BODILY INJURY (Per accident)	1	
					PROPERTY DAMAGE (Per accident)		
	GARAGE LIABILITY		·		AUTO ONLY - EA ACCIDENT		
	ANY AUTO			·	OTHER THAN EA ACC		
					AUTO ONLY:		
	EXCESS LIABILITY				EACH OCCURRENCE		
	OCCUR CLAIMS MADE				AGGREGATE		
	DEDUCTIBLE						
	RETENTION					1	
	WORKERS COMPENSATION AND				WC STATU- OTH-		
	EMPLOYERS' LIABILITY				TORY LIMITS ER E.L. EACH ACCIDENT		_
					E.L. DISEASE-POLICY LIMIT		
		•			E.L. DISEASE-EA EMPLOYEE		Ξ
A	OTHER	2014515	06/01/06	06/01/07	Each Claim	\$1,000,000	Ē
	X Contractor Poll	Prof Liab / Pollution Liab.			Aggregate	\$1,000,000	
Re: Cert Nort	Engineering Design Service		ovement project Annual Agreemen rick Small Rd. ANCEL FACTON SHOULD ANY OF THE A DATE THEREOF, THE E 30 DAYS WRITTEN NOT BUT FAILURE TO DO SO OF ANY KIND UPON THE	s on an annual No., and Sei No., and Sei No., 2003515, in the secretary will see the company will too to the certifical shall impose no object of the company, its agents.	l basis. minole Pratt White Hypoluxo Rd. from CIES BE CANCELLED BEFORE L ENDEAVOR TO MAIL TE HOLDER NAMED TO THE I LIGATION OR LIABILITY TS OR REPRESENTATIVES.	THE EXPIRATION	
	-		AUTHORIZED REPRESE	MIAIIVE /			
	01R1995550579940				STATE AND AND THE	HARDRAMMONAURS	

Attachment to ACORD Certificate for ARCADIS G&M, Inc.

The terms, conditions and provisions noted below are hereby attached to the captioned certificate as additional description of the coverage afforded by the insurer(s). This attachment does not contain all terms, conditions, coverages or exclusions contained in the policy.

INSURED

ARCADIS G&M, Inc. 630 Plaza Dr Ste 200 Highlands Ranch CO 80129 USA

INSURER	
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE POLICY NUMBER POLICY DESCRIPTION		POLICY EFFECTIVE DATE POLICY EXPIRATION DATE		LIMITS		
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DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Trail No. 2003511 and PGA Blvd., -Seminole Pratt Whitney No. 2004524.

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are added as additional Insureds on the Pollution Liability policy as respects Liability arising out of activities by, or on behalf of the named Insured for this project. Prior acts (Retro) of January 1, 1958 applies to this contract.

For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense. Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of, and reason for, the cancellation.

Certificate No:

SEMINOLE PRATT WHITNEY ROAD PALM BEACH COUNTY PROJECT NUMBER 97512 ID O Task Name Duration M5 TREE SURVEY 33 days **ERM VEGETATION** 60 days REMOVAL PERMIT POND SITING REPORT 22 days 5 **COUNTY REVIEW** 22 days **ROADWAY PLANS** 11 days CROSS SECTIONS 22 days DRAINAGE 22 days SFWMD PERMIT 66 days ITID PERMIT 66 days 11 COUNTY REVIEW 22 days FINAL PLANS 22 days 13 FINAL COUNTY 22 days REVIEW Project: 06-0139 SEMINOLE 3-9-06 Date: Wed 3/29/06 Task Progress External Tasks Split Ý٢ Milestone Project Summary External Milestone Page 1