

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

Agenda Item #: 3-C-13

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

Meeting Date:	April 20, 2010	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Department:					
Submitted By:	Engineering & Public Works Department				
Submitted For:	Roadway Production Division				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: an Agreement in the amount of \$494,312.17 with Wantman Group, Inc. for professional services.

SUMMARY: Approval of this Agreement will provide the professional services necessary for the preparation of design plans and construction bid documents for Jog Road from N. of S.R. 710 to 0.5 Miles N. of Florida's Turnpike Entrance. The consultant is a Palm Beach County (County) Company with 36.94% of the work to be completed by subconsultants.

District 1 (PK)

Background and Justification: On September 23, 2009, the Consultant's Competitive Negotiations Act Selection Committee selected Wantman Group, Inc. (WGI) and, in accordance with PPM No. CW-O-048, the Board of County Commissioners (Board) was notified of the selection on September 29, 2009. The County now desires WGI to provide the professional services necessary for the preparation of design plans and construction bid documents for Jog Road from north of S.R. 710 to 0.5 miles north of Florida's Turnpike Entrance (Project). The Small Business Enterprise (SBE) goal for the Project is 15%. The SBE participation committed for the Project by WGI is 34.50% overall. The fee, as detailed in Exhibit "B" of the attached Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$402,990.93	(Roadway and Drainage Design/Plans, Permitting, Signal, Environmental).
Reimbursable Expenses (Not to Exceed)....	\$ 43,013.90	(Permit Fees, Geotechnical, Reproduction).
Optional Services (Not to Exceed).....	\$ <u>48,307.34</u>	(Roadway and Drainage Design/Plans, Post Design).
Total:	\$ <u>494,312.17</u>	

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

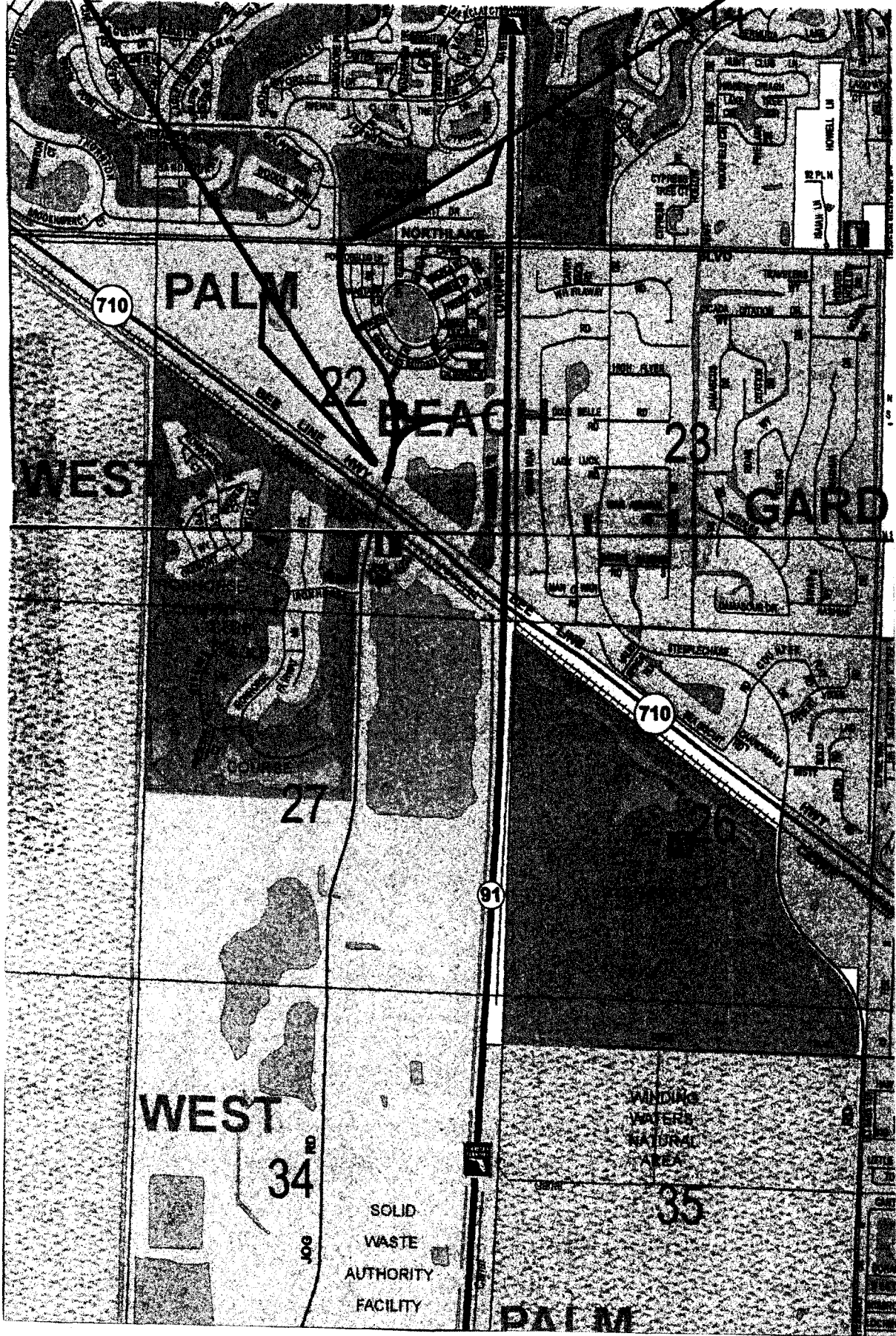
Attachments:

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

Recommended by:	<i>[Signature]</i> Division Director	3/17/10	<i>[Signature]</i>
Approved By:	<i>[Signature]</i> County Engineer	3/23/10	
		Date	Date

JOG ROAD

N. OF S.R. 710 TO 0.5 MILES N. OF FLORIDA'S TURNPIKE ENTRANCE
PALM BEACH COUNTY PROJECT NO. 2009500



LOCATION SKETCH

ATTACHMENT 2

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

This is an Agreement made as of _____, 2010 between Palm Beach County, Florida (COUNTY) and Wantman Group, Inc. (CONSULTANT), an engineering firm having an office and a place of business at 2035 Vista Parkway, Suite 100, West Palm Beach, Florida 33411, and having Federal Tax I.D. #65-0271367. The COUNTY intends to construct a 4-lane roadway on Jog Road from N. of S.R. 710 to 0.5 Miles N. of Florida's Turnpike Entrance, Project No. 2009500 (hereinafter called the PROJECT).

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 The CONSULTANT shall perform professional design services in connection with the PROJECT as hereinafter stated which shall include normal civil engineering services, more particularly described in Exhibit "A" (Scope of Services).

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

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

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

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

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

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

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Services Requiring Authorization in Advance

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

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

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

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

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

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

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

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

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

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

SECTION 3 - COUNTY'S RESPONSIBILITY

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

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

SECTION 4 - PERIODS OF SERVICE

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

SECTION 5 - PAYMENTS TO CONSULTANT

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

5.1.1. Basic Services: The COUNTY will pay the CONSULTANT the lump sum of \$402,990.93 for completion of the Basic Services set forth in Exhibits "A" and "B".

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

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

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

5.1.3. Reimbursable Expenses: The COUNTY will pay the CONSULTANT the actual costs of all reimbursable expenses incurred in the provision of these services when authorized in writing by the COUNTY. These expenses will not exceed \$43,013.90 without additional authorization from the COUNTY.

5.1.4. Optional Services: The COUNTY will pay the CONSULTANT for completion of the Optional Services set forth in Exhibits "A" and "B" when the provision of each service is specifically authorized in writing by the COUNTY. These expenses will not exceed \$48,307.34 without additional authorization from the COUNTY.

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

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

5.2. Payments

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

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

5.2.3 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.

5.3. **Other Provisions Concerning Payments**

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

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

5.4. **Definitions**

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

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

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Opinions of Cost**

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

SECTION 7 - GENERAL CONSIDERATION

7.1. **Termination**

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

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

7.2. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

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

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

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

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

7.2.5. Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

7.3 Reuse of Documents

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

7.4. **Insurance**

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

7.4.1 **Commercial General Liability**

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

7.4.2. **Business Automobile Liability**

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

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

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

7.4.4. **Professional Liability**

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

7.4.5. **Additional Insured**

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

7.4.6. **Waiver of Subrogation**

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

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

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

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

7.4.8. **Umbrella or Excess Liability**

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

7.4.9. **Right to Review**

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

7.5. **Indemnification**

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

7.6. **Controlling Law and Venue**

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

7.7. **Successors and Assigns**

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

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

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

7.8 **Subcontracting**

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

In accordance with Palm Beach County Small Business Enterprise (SBE) Ordinance #2002-064, as amended from time to time, the annual goal for SBE participation for Professional Services is 15.0%. The CONSULTANT has committed to 34.50% for this Project.

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

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

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

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

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

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

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

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

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

7.9. Personnel

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

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

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

7.10. Availability of Funds

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

7.11. Conflict of Interest

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

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

or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT.

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

7.12. **Independent Contractor Relationship**

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

7.13. **Access and Audits**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

7.14 **Severability**

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

7.15 **Entirety of Contractual Agreement**

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

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

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 Federal & State Tax

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

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

8.2.1. Exhibit A: Scope of Services

8.2.2. Exhibit B: Fee Summary

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

8.2.4. Exhibit D: Participation for SBE Consultants

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

8.3. This Agreement (consisting of pages 1 to 14, inclusive), together with the Exhibits and Schedules identified above constitute the entire Agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

SECTION 9 - CRIMINAL HISTORY RECORDS CHECK

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

SECTION 10 - REGULATIONS; LICENSING REQUIREMENTS

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

]

SECTION 11 - ARREARS

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

SECTION 12 - NONDISCRIMINATION

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

SECTION 13 - AUTHORITY TO PRACTICE

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

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

OWNER:
Palm Beach County, Florida
BY ITS BOARD OF COMMISSIONERS:

BY: _____
Burt Aaronson, Chair

CONSULTANT:
Wantman Group, Inc.

BY: [Signature]
David Wantman, P.E., President

SEAL

CORPORATE



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

ATTEST WITNESS:

BY: _____
(Deputy Clerk)

BY: [Signature]
(Print Name)

[Signature]
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: [Signature]
(Print Name)

[Signature]
BY: [Signature]
2/2/09

[Signature]
(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

EXHIBIT "A"

JOG ROAD EXTENSION

(NORTH OF SR 710/BEELINE HIGHWAY TO 0.5
MILES NORTH OF THE FLORIDA'S TURNPIKE
ENTRANCE)

**PALM BEACH COUNTY PROJECT
NO. 2009500**

SCOPE, STAFF HOUR AND FEE ESTIMATE

PREPARED FOR:



PREPARED BY:



Wantman Group, Inc.

2035 Vista Parkway, Suite 100 • West Palm Beach, Florida 33411

(561) 687-2220 • (561) 687-1110 (fax)

e-mail: wgi@wantmangroup.com

Cert. No. 6091

QC 3/2/10
OK to process
due Rose
3/2/10

November 24, 2009

SCOPE OF SERVICES

TABLE OF CONTENTS

Jog Road Extension North of SR 710 (Beeline Highway) to 0.5 miles North of The Florida's Turnpike Entrance

February 22, 2010

I.	DESCRIPTION	1
II.	OBJECTIVES	1
III.	SCOPE OF SERVICES	2
	A. ROADWAY DESIGN	2
	B. DRAINAGE DESIGN	4
	C. ENVIRONMENTAL RESEARCH AND PERMITTING.....	5
	D. UTILITIES	7
	E. STRUCTURAL DESIGN	8
	F. LIGHTING DESIGN.....	8
	G. SIGNING AND PAVEMENT MARKING PLANS	8
	H. SIGNAL DESIGN	8
	I. TRAFFIC VOLUME ANALYSIS	8
	J. SURVEY SERVICES	9
	K. GEOTECHNICAL SERVICES	9
	L. AERIAL PHOTOGRAPHY.....	9
	M. PUBLIC INVOLVEMENT.....	9
	N. MISCELLANEOUS AGENCY COORDINATION	9
	O. OPTIONAL SERVICES.....	9
IV.	REIMBURSABLE EXPENSES	10
V.	GENERAL REQUIREMENTS FOR WORK	10
	A. DESIGN TEAM'S SCHEDULE OF ACTIVITIES	10
	B. PHASE REVIEWS.....	10
VI.	COUNTY RESPONSIBILITIES	11
VII.	LENGTH OF SERVICES.....	12

SCOPE OF SERVICES

**Jog Road Extension ↻ North of SR 710 (Beeline Highway) to 0.5 Miles
North of The Florida's Turnpike Entrance**

Palm Beach County Project Number: 2009500

February 22, 2010

I. DESCRIPTION

The Jog Road Extension design project begins immediately north of SR 710 (Beeline Highway) and extends north to Northlake Boulevard, a distance of approximately 0.70 miles.

The project consists of designing an extension of Jog Road as a two-lane, divided urban roadway within the above specified limits, with provisions being made for a future ultimate four-lane urban roadway. The overall design effort will include horizontal and vertical alignments, roadway typical sections, closed drainage conveyance systems, use of existing stormwater management facilities, permitting through multiple agencies, extensive environmental research as part of an avoidance/minimization effort, utility coordination, signing and pavement markings, signal modifications, intersection traffic volume analysis, topographic survey, geotechnical investigation, and post design services.

II. OBJECTIVES

The Wantman Group, Inc. (WGI) and its subconsultant partners (Design Team) shall design and prepare a complete set of construction plans and specifications for construction within the specified project limits. Elements of work will include:

- A. Roadway Design
- B. Drainage Design
- C. Environmental Research and Permitting
- D. Utilities
- E. Structural Design
- F. Lighting Design (NOT REQ'D)
- G. Signing and Pavement Marking Plans
- H. Signal Design
- I. Traffic Volume Analysis
- J. Survey Services

- K. Geotechnical Services
- L. Aerial Photography
- M. Public Involvement
- N. Miscellaneous Agency Coordination
- O. Optional Services

III. SCOPE OF SERVICES

The services to be provided within the limits of the Scope of Services shall address items A through O in Section II in accordance with the Palm Beach County (PBC) Thoroughfare Road Design Procedures, February 2006, and the latest State criteria, as applicable and as expanded below.

A. ROADWAY DESIGN

Roadway Design will include a complete set of roadway plans, specifications, and permits required for construction. Specific items of interest with the roadway design include the following:

1. Roadway plans will be prepared to provide a two-lane urban facility within the previously described project limits. This effort will include (at a minimum): Key Sheet, Summary of Quantities, Typical Sections (1 interim and 1 ultimate) and Notes, General Notes, Plan and Profile Sheets on PBC raster imagery base maps at a scale of 1"= 40', Intersection Details, Cross Sections at 100' intervals, Drainage Maps at a scale of 1"= 200', Quantities and Computation Books with 96% and final phase submittals, Cost Estimates with the 65%, 96% and final phase submittals and other detail sheets as necessary to produce final construction bid plans.
2. Typical Section development will consider the following criteria:
 - a. 120' existing right-of-way (R/W),
 - b. Construction of a two-lane roadway section,
 - c. Traffic separation using an ultimate curbed median (22' median),
 - d. Pedestrian pathways on both sides or shared use path on one side where pedestrian traffic warrants the need,
 - e. Avoidance and minimization of wetland impacts,
 - f. Drainage requirements,
 - g. Maximum design speed based on horizontal and vertical constraints, and
 - h. Curb and gutter on the outside.

Two (2) typical sections, developed from the criteria listed above, will be presented to the County for review and approval. The chosen typical section will then be carried forward as part of the overall design effort.

3. All design elements will be based on an existing R/W width of 120'.
4. A preliminary horizontal alignment has already been established based on the existing R/W. Initial evaluations of the horizontal alignment indicate a maximum design speed of 45 mph will be established for both the horizontal and vertical geometry. As such, superelevation will be required along both the existing horizontal curves, created by the existing R/W, as per FDOT's design standards. Adjustments in the alignment may be made during the permitting process.
5. Traffic control plans (TCP) will be required by FTE to indicate how traffic to/from SR 91 (Florida's Turnpike) will be maintained throughout construction. TCP will be developed only for this area.
6. Pavement Design and Value Engineering are items not required.
7. No median openings will be provided. Since no openings will be provided, no accommodations for PBC's standard u-turn movement (52' width) are necessary.
8. The Design Team will participate in the kick-off meeting with the project participants in order to define key concerns, stakeholders, and protocols for communication and submittals. Additionally, the Design Team will participate in regularly scheduled team progress and coordination meetings throughout the life of the project. This scope assumes at least one (1) meeting with PBC personnel every three (3) months, over a 15-month period, exclusive of phase review meetings.
9. All plans and specifications will be prepared in accordance with the latest PBC and Florida Department of Transportation (FDOT) Standards, as applicable. This includes the 2008 FDOT Roadway and Traffic Design Standards Index, the 2007 Standard Specifications for Road and Bridge Construction and the 2005 Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways (i.e. "Florida Green Book").

B. DRAINAGE DESIGN

Drainage design will determine the drainage requirements for the proposed Jog Road Extension through research, documentation, and evaluation of existing conditions along the project corridor. Specific activities include:

- a. Identifying existing soils data from the Palm Beach Soil Survey,
- b. Reviewing USGS topographic data,
- c. Identifying existing drainage patterns,
- d. Reviewing existing and proposed South Florida Water Management District (SFWMD) permits adjacent to the corridor,
- e. Identifying SFWMD criteria for water quality and quantity,
- f. Reviewing FEMA and SFWMD Floodplain maps to identify encroachments,
- g. Investigating Northern Palm Beach County Improvement District (NPBCID) Plans and permits for this area.

Initial assessment indicates that no ponds or exfiltration will be necessary as treatment and attenuation for both Jog Road drainage basins (South and North) has been accounted for in neighboring basins (Florida's Turnpike Interchange and the Montecito residential community, respectively).

Once existing conditions have been accurately determined, the proposed drainage systems will be laid out and evaluated using the existing data and the following criteria:

- Design storm sewer systems to meet County hydrologic design criteria for hydraulic clearances,
- Evaluate proposed inlet locations for spread,
- Analysis of Florida's Turnpike Interchange and Montecito's stormwater management system to determine available capacity,
- Design of floodplain encroachment compensation, if necessary.

The drainage design and associated plans will be prepared in substantial conformance with South Florida Water Management District (SFWMD) and United States Army Corp of Engineers (USACE) requirements.

A drainage report will also be prepared to discuss results of the analysis while providing drainage documentation of the proposed drainage design. The report will include calculations, computer-generated analysis, exhibits for stormwater management sections and drainage maps. The report will be of sufficient detail to demonstrate compliance with County standards and to submit with permit applications.

C. ENVIRONMENTAL RESEARCH AND PERMITTING

The Design Team will complete the following tasks as part of the Environmental Research work effort (see Scheda Ecological Scope for additional detail):

1. Data Collection (To be completed by WGI and Scheda) – The Design Team will obtain and review existing readily available documentation regarding the environmental conditions of the site. Data from several sources will be obtained and incorporated into a working project file. Data includes current and historic aerial photography, color infrared photography, existing drainage and flood maps, National Wetlands Inventory Maps, soil maps and recorded occurrences of listed species in the area (utilizing the Florida Natural Areas Inventory – FNAI) and existing in-house GIS databases. Additionally, existing Natural Area Management Plans and existing adjacent permits will be reviewed, if available.
2. Wetland Delineation (To be completed by WGI with additional support from Scheda) – The Design Team will field delineate the boundaries of onsite and adjacent wetlands (out to 300 feet from the R/W line, in 50 ft. increments for the SFWMD) in accordance with the methodologies described in the USACE 1987 Wetland Delineation Manual and 62-340 F.A.C. (State Unified Wetland Delineation Methodology). A minimum of one upland and one wetland “Wetland Data Determination Form”, as required by the USACE, will be prepared for each wetland area. Following the field delineation, the Design Team will submit a jurisdictional request to the SFWMD. The wetland jurisdictional determination (JD) request will include a cover letter, soils map, aerial showing the approximate limits of the wetland and other surface waters, and location map. A wetland JD request will be sent to the USACE that includes the information submitted to the District and the Wetland Data Determination forms. The Design Team will schedule and attend one field meeting with the District and one field meeting with the USACE to review the wetland limits. A copy of an aerial showing the approximate wetland limits and points will be forwarded to the project surveyor for data collection. The final survey will be submitted to the SFWMD and USACE.
3. Wetland Assessment (To be completed by WGI) – The Design Team will conduct a wetland quality assessment utilizing the Uniform Mitigation Assessment Method (UMAM). One field meeting each will be conducted with the USACE and SFWMD to review the results of the UMAM.
4. Listed Species Surveys (To be completed by Scheda) – The Design Team will conduct a Protected Species (both State & Federal) Biological

Assessment (BA) for the wetland and upland areas within and/or adjacent to the proposed Jog Rd. R/W. Snail Kites, Wood Storks, and Gopher tortoises are known to utilize the wetlands/uplands within and/or adjacent to the corridor. A wading bird survey and a Gopher tortoise survey will be conducted in accordance with standard survey protocols. A Land Use Map will be prepared utilizing the Florida Land Use Cover and Forms Classification System (FLUCFCS). Location of listed species will be noted on an aerial photograph.

It is anticipated that a Biological Assessment (BA) for all potentially affected federal species will be required by the U.S. Fish and Wildlife Service (USFWS) to address impacts to Federal listed species. For the purposes of this project, both federal and state species will be addressed within the same BA document. The Design Team will prepare draft copies of the BA and associated graphics for submittal to USFWS. The Design Team will also prepare a draft Biological Opinion (BO), if required.

5. Environmental Permitting (To be completed by WGI with support from Scheda) – The permitting process will be broken up into two phases and will be based on the ultimate, four-lane facility: 1) Purpose and Need (continuous coordination with the USACE) and 2) Permitting. The Purpose and Need phase will establish the economic and social benefits for the proposed roadway. Detailed Alternatives Analysis and Public Interest Test Narratives will be prepared as required by the SFWMD and USACE (To be completed by Scheda). Upon the creation of a thorough and verifiable purpose and need statement that has incorporated feedback from the regulatory agencies, the second and final phase, Permitting, will begin. This will consist of Wetland Impacts Analysis, Mitigation Coordination, dredge/fill sketches assembly, and necessary documentation assembly to apply for an Environmental Resource Permit (ERP). The Design Team will prepare the Joint Environmental Resource Permit and Section 404 Dredge and Fill permit application and associated exhibits (Aerial, FLUCFCS, Quadrangle, Location and Soils Maps, Wetland Impact Exhibit, and mailing labels for adjacent property owners). The Design Team will coordinate between Palm Beach County ERM and the regulatory agencies with respect to mitigation planning as it is the County's preference to use the Pine Glades Natural Area as the mitigation site. It is anticipated that mitigation will be conducted within the same drainage basin; a detailed cumulative impact assessments will not be required. The Design Team will respond to up to two (2) requests for additional information from each of the regulatory agencies.

On behalf of the Design Team, Scheda Ecological will prepare the USACE's draft Public Notice to help expedite permit processing and

address comments received from the Public Notice. Permit documentation will then be revised accordingly to address comments.

Other permit activities, to be coordinated by WGI, include the Northern Palm Beach County Improvement District (NBPCID), Florida Department of Transportation (FDOT) – District IV, and Florida’s Turnpike Enterprise (FTE).

6. Meeting Attendance (Involving the attendance of both Sceda and WGI) – In addition to attending the meetings listed in Section III.A.8, several meetings are anticipated for the environmental permitting process. Following is a list of the meetings anticipated:

- Pre-application meeting with the SFWMD.
- Pre-application meeting with the USACE.
- Two meetings each with the SFWMD and the USACE to clarify information within the permit applications or to address specific permitting issues.
- Two meetings each with the SFWMD, the USACE and PBC ERM to coordinate the use of Pine Glades Natural Area as a mitigation site.
- Two meetings with USFWS (pre-application and post BA submittal).

D. UTILITIES

The Design Team will assist Palm Beach County in the utility coordination effort. We will attend two (2) utility coordination meetings (post-65% and post-96% submittals), review Utility Agency Owner’s (UAO) “red-lined” plans, and plot applicable utility information on the roadway plans.

Separate Utility Adjustment Sheets are anticipated where the Jog Road Extension impacts a City of West Palm Beach (WPB) water main located immediately south of Northlake Boulevard within a 15’ Seacoast Utility Authority (SUA) easement, as well as potential impacts to FP&L distribution lines. Disposition of existing utilities, as provided by utility agencies, will be depicted on the roadway plan and profiles sheets.

The Design Team will provide survey crews to record the location of existing underground utilities when utilities are exposed by others and are in areas of potential conflict with proposed roadway improvements. This work will be performed on an hourly basis as an Additional Service for “Subsurface Utility Engineering (SUE)” or “Vacuum Excavation”, if requested by the County.

E. STRUCTURAL DESIGN

Bridge Design Associates, Inc. (BDA) will provide Structural Design Services as described in their attached Scope of Services.

F. LIGHTING DESIGN

Lighting Design is not required and will therefore not be included in the Design Phase.

G. SIGNING AND PAVEMENT MARKING PLANS

Signing and Pavement Marking Plans will be prepared for the project limits. These plans will be prepared in accordance with PBC and FDOT Standards, as applicable, and will be a separate component plan set. Last Devenport, Inc. (LDI) will provide Signing and Pavement Marking Services.

H. SIGNAL DESIGN

Full signal design will be required at the intersection of Jog Road and Northlake Boulevard. A new signal will replace the existing span wire signal to accommodate the extension of Jog Road. The signal will be constructed with poles and mast arms rather than span wire due to the project's close proximity to the coast (< 10 miles). The number of turn lanes, storage lengths, etc. associated with this intersection will be provided as part of this effort.

A new signal may also be warranted at the intersection of Jog Road and the Turnpike Connector Road depending on the outcome of a traffic analysis. As a result, a portion of this signal design effort (not all) is included as an Optional Service by our signal design subconsultant partner Pinder Troutman Consulting, Inc. (PTC). See PTC's Scope of Services for additional information. Plan production efforts for this signal design will be processed as a supplemental agreement.

Internally illuminated sign replacements will be required at the intersection of Jog Road and SR 710. The effort for these replacement signs is included with the signal design staff hours.

WGI will perform all signal plan production activities related to signal design. PTC will complete the remaining work associated with signals design (pole and mast arm locations, signal head placement, phasing diagrams, etc.).

I. TRAFFIC VOLUME ANALYSIS

PTC will provide Traffic Volume Analysis as detailed in their attached Scope of Services.

J. SURVEY SERVICES

Brown & Phillips, Inc. (B&P) will provide Survey Services as detailed in their attached Scope of Services. Title work on properties located within the project corridor will be completed by PBC.

K. GEOTECHNICAL SERVICES

Tierra South Florida, Inc. (TSF) will provide all Geotechnical Services as detailed in their attached Scope of Services.

L. AERIAL PHOTOGRAPHY

Aerial photography for the entire corridor will be provided by PBC and will be suitable for output at 1"= 40' (Plan Sheets) and 1"= 200' (Drainage Maps).

M. PUBLIC INVOLVEMENT

Public Involvement is not required and will therefore not be included in the Design Phase.

N. MISCELLANEOUS AGENCY COORDINATION

It is anticipated that coordination will be required with the following during project development and analysis:

- PBC Engineering & Public Works (PBC)
- PBC Environmental Resource Management (ERM)
- Florida Department of Transportation (FDOT) – District IV
- Florida's Turnpike Enterprise (FTE)
- United States Army Corps of Engineers (USACE)
- South Florida Water Management District (SFWMD)
- Northern Palm Beach County Improvement District (NPBCID)
- United States Fish and Wildlife Service (USFWS)
- Florida Fish and Wildlife Conservation Commission (FWC)

All anticipated meetings with these agencies are preliminarily outlined in further detail in their corresponding scope tasks listed above.

O. OPTIONAL SERVICES

- a) Roadway Design / Plans – WGI will provide one intersection grading detail for the intersection of Jog Road and the Turnpike Connector Road as an Optional Service.

- b) Drainage Design / Plans – WGI will provide dredge and fill sketches upon the request of the USACE as an Optional Service.
- c) Post Design Services – WGI will provide Post Design Services during the project’s construction phase to the County as an Optional Service.
- d) Tierra South Florida (TSF) – TSF will perform SPT borings at the Jog Road and Turnpike Connector Road intersection pending direction to signalize the intersection (See TSF Scope and Fee Package for further details).
- e) Scheda Ecological (SEA) – SEA will perform, as an Optional Service, gopher tortoise relocation[s] if located within the project limits and deemed necessary (see SEA Scope and Fee Package for further details).
- f) Pinder Troutman (PTC) – PTC will perform signal design at the intersection of the Jog Road and Turnpike Connector Road as an Optional Service (see PTC Scope and Fee Package for further detail).

IV. REIMBURSABLE EXPENSES

The Design Team will be reimbursed for all printing services related to project milestones and submittals and as outlined in this Scope of Services.

Geotechnical Engineering and permit fees are also considered reimbursable expenses.

V. GENERAL REQUIREMENTS FOR WORK

A. DESIGN TEAM’S SCHEDULE OF ACTIVITIES

The Design Team will submit a schedule of project milestones with the negotiated staff hour and fee package for Palm Beach County Board of County Commission approval. This schedule will be revised and resubmitted ten (10) business days following receipt of written County Notice to Proceed. For purposes of scheduling, the Design Team shall allow three (3) weeks review time for the Master Plan, 65% Plans, 96% Plans and 100% Plans. However, the schedule will be updated and resubmitted for the County’s approval throughout the course of the project based on actual review times.

B. PHASE REVIEWS

Interim Plan Submittals will include the following:

- Five (5) sets of 11”x 17” Plans (1 Bound / 4 Unbound)
- One (1) copy of the Design Documentation Notebook

In addition, up to thirty-five (35) sets of 11”x17” plans will be provided for utility coordination as follows:

- | | |
|---|-------------------|
| <input type="checkbox"/> Initial Utility Contact | Fifteen (15) Sets |
| <input type="checkbox"/> 1 st Utility Coordination Meeting | Ten (10) Sets |
| <input type="checkbox"/> Final Utility Coordination Meeting | Ten (10) Sets |

PBC will reproduce additional plans as may be needed beyond the limit listed above.

The Final Plans Submittal will include the following:

- One (1) original Construction Plan set (signed and sealed),
- Three (3) copies of Construction Plans (Bound),
- One (1) copy of the Quantity Computation Books,
- One (1) copy of the final Design Documentation,
- One (1) copy of all the design files on CD,
- All required environmental permits, and
- Responses to final comments.

VI. COUNTY RESPONSIBILITIES

The County shall provide the Design Team with adequate information regarding the County's requirements for the project including any desired or required design or construction schedule, any budgetary requirements, and any existing files, plans or other engineering information deemed appropriate.

The County shall review any documents submitted by the Design Team requiring the County's decision and shall render any required decision pertaining thereto.

If the County becomes aware of any fault or defect in the project or of any errors, omissions or inconsistencies in the design documents or specifications, the County shall give prompt notice to the Design Team.

The County's review of any documents prepared by the Design Team or its subconsultants shall be solely for the purpose of determining whether such documents are generally consistent with the County's road program and intent. No review of such documents shall relieve the Design Team of its responsibility for the accuracy, adequacy, or suitability and coordination of its work product.

The County shall designate in writing a representative or representatives to represent the County in all technical matters pertaining to and arising from the work and performance of this Scope of Services.

VII. LENGTH OF SERVICES

The Basic Services will be completed within 15 months from the date of the Letter of Authorization.

EXHIBIT "B"

FEE ESTIMATE

Master Summary - Estimate of Work Effort & Fee Proposal

PBC Project No.: 2009500
 WGI Project No.: 20910965.00
 Job Description: JOG ROAD EXTENSION

Consultant: WANTMAN GROUP, INC
 Date Prepared: March 10, 2010
 From: SR 710 / Beeline Highway
 To: Northlake Boulevard
 Length: 0.75 miles

Work Element / Activity	Project Manager		Senior Engineer		Engineer		Engineer Intern		Senior CADD Technician		Total Man Hours By Activity	Salary Cost By Activity
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate		
A. ROADWAY DESIGN/PLANS	143	\$50.94	387	\$47.41	387	\$38.20	387	\$29.15	218	\$26.50	1429	\$53,951.24
B. DRAINAGE DESIGN/PLANS & PERMITTING	39	\$50.94	98	\$47.41	98	\$38.20	98	\$29.15	59	\$26.50	391	\$14,770.14
C. SIGNING & MARKING PLANS	0	\$50.94	0	\$47.41	0	\$38.20	0	\$29.15	0	\$26.50	0	\$0.00
D. SIGNAL PLANS	10	\$50.94	25	\$47.41	25	\$38.20	25	\$29.15	13	\$26.50	98	\$3,722.90
E. ENVIRONMENTAL SERVICES	39	\$50.94	97	\$47.41	97	\$38.20	97	\$29.15	58	\$26.50	388	\$14,655.38
Totals	231	\$11,787.14	577	\$27,356.67	577	\$22,041.40	577	\$16,819.55	344	\$9,116.00	2306	\$87,099.66

Total Burdened Salary Costs By Activity

A. ROADWAY DESIGN/PLANS	\$161,883.63
B. DRAINAGE DESIGN/PLANS & PERMITTING	\$44,310.39
C. SIGNING & MARKING PLANS	\$0.00
D. SIGNAL PLANS	\$11,168.70
E. ENVIRONMENTAL SERVICES	\$43,966.12
Total	\$261,298.84

Subconsultant Fees

A. Brown & Phillips, Inc.	\$42,350.00
B. Tierra South Florida, Inc.	\$15,940.00
C. Scheda Ecological Associates, Inc.	\$33,360.00
D. Last Devenport, Inc.	\$26,453.50
E. Pinder Troutman Consulting, Inc.	\$26,445.59
F. Bridge Design Associates, Inc.	\$13,083.00
Total	\$157,632.09

Optional Services

A. Roadway Design / Plans (WGI)	\$4,107.30
B. Drainage Design / Plans (WGI)	\$9,485.94
C. Post Design Services (WGI)	\$12,086.57
D. Tierra South Florida, Inc.	\$4,115.00
E. Scheda Ecological Associates, Inc.	\$9,869.54
F. Pinder Troutman Consulting, Inc.	\$8,639.99
Total	\$48,307.34

Permit Fees

A. South Florida Water Management District (SFWMD)	\$7,500.00
B. Florida's Turnpike Enterprise (FTE)	\$0.00
C. Florida Department of Transportation (FDOT - District IV)	\$0.00
D. US Fish and Wildlife Service (USFWS)	\$0.00
E. Florida Fish and Wildlife Conservation Commission (FWC)	\$0.00
F. Northern Palm Beach County Improvement District (NPBCID)	\$12,500.00
Total	\$20,000.00

Total Contract Fee Computations

Total Activity Salary Costs	\$87,099.66
1.) Overhead Additive	
a.) Combined Administrative & General & Fringe Benefits Cost (limited to PBC maximum)	167.857% \$146,202.88
Subtotal (Salaries + Combined Overhead)	\$233,302.54
2.) Operating Margin Cost (Fixed Fee)	12% \$27,996.30
Subtotal (Burdened Salaries + Operating Margin)	\$261,298.84
BASIC LUMP SUM FEE (WGI)	\$261,298.84
Subconsultants	
A) Brown & Phillips, Inc.	\$42,350.00
C) Scheda Ecological Associates, Inc.	\$33,360.00
D) Last Devenport, Inc.	\$26,453.50
E) Pinder Troutman Consulting, Inc.	\$26,445.59
F) Bridge Design Associates, Inc.	\$13,083.00
TOTAL LUMP SUM FEE	\$402,990.93

REIMBURSABLE EXPENSES

Permit Fees (WGI)	\$20,000.00
Tierra South Florida, Inc.	\$15,940.00
Brown & Phillips, Inc.	\$650.00
Scheda Ecological Associates, Inc.	\$1,487.40
Last Devenport, Inc.	\$399.00
Reproduction (WGI)	\$4,537.50
TOTAL REIMBURSABLE EXPENSES	\$43,013.90

OPTIONAL SERVICES \$48,307.34

TOTAL MAXIMUM LIMITING FEE \$494,312.17

3/10/2010, Printed Date

✓ * 2.99% Multiplier

Optional Services - Estimate of Work Effort & Fees

PBC Project No.: 2009500
 WGI Project No.: 20910965.00
 Job Description: JOG ROAD EXTENSION

Consultant: WANTMAN GROUP, INC.
 Date Prepared: March 10, 2010
 From: SR 710 / Beeline Highway
 To: Northlake Boulevard
 Length: 0.75 miles

Work Element / Activity	Project Manager		Senior Engineer		Engineer		Engineer Intern		Senior CADD Technician		Total Man Hours By Activity	Salary Cost By Activity
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate		
A. ROADWAY DESIGN / PLANS	4	\$50.94	9	\$47.41	9	\$38.20	9	\$29.15	6	\$26.50	38	\$1,369.10
B. DRAINAGE DESIGN / PLANS	8	\$50.94	21	\$47.41	21	\$38.20	21	\$29.15	13	\$26.50	84	\$3,161.98
C. POST DESIGN SERVICES	11	\$50.94	27	\$47.41	27	\$38.20	27	\$29.15	14	\$26.50	106	\$4,029.86
Totals	23	\$1,171.62	57	\$2,702.37	57	\$2,177.40	57	\$1,661.55	32	\$848.00	228	\$8,560.94

Total Burdened Salary Costs By Activity	
A. ROADWAY DESIGN / PLANS	\$4,107.30
B. DRAINAGE DESIGN / PLANS	\$9,485.94
C. POST DESIGN SERVICES	\$12,089.57
Total	\$25,682.81
Subconsultant Fees	
A. Tierra South Florida, Inc.	\$4,115.00
B. Scheda Ecological Associates, Inc.	\$9,869.54
C. Pinder Troutman Consulting, Inc.	\$8,639.99
Total	\$22,624.53

Total Contract Fee Computations	
Total Activity Salary Costs	\$8,560.94
1.) Overhead Additives	
a.) Combined Administrative & General & Fringe Benefits Cost (limited to PBC maximum)	167.857% \$14,370.14
Subtotal (Salaries + Combined Overhead)	\$22,931.08
2.) Operating Margin Cost (Fixed Fee)	12% \$2,751.73
Subtotal (Burdened Salaries + Operating Margin)	\$25,682.81
OPTIONAL LIMITING AMOUNT FEES (WGI)	\$25,682.81
Subconsultants	
a) Tierra South Florida, Inc.	\$4,115.00
b) Scheda Ecological Associates, Inc.	\$9,869.54
c) Pinder Troutman Consulting, Inc.	\$8,639.99
OPTIONAL LIMITING AMOUNT FEES (Subconsultants)	\$22,624.53
TOTAL OPTIONAL SERVICES LIMITING FEE	\$48,307.34

3/10/2010, Printed Date

* 2.99% multiplier

STAFFHOUR SUMMARY

**JOG ROAD EXTENSION
FROM SR 710 (BEELINE HIGHWAY) TO NORTHLAKE BOULEVARD**

Staff Hour Estimate

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687-2220

Date: March 10, 2010
PBC No: 2009500
WGI No: 20910965.00

A. ROADWAY DESIGN/PLANS

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
ROADWAY PLANS						
1 Key Sheet	N/A	SHT	1	8	8	Sheet assembly; Update commissioners
2 Typical Sections and Notes	N/A	LS	1	88	88	Assume 2 Typ Sections, 4 Details, 1 Gen Notes, 1 Ref points = 4 sheets @ 18 hrs/sheet + Develop 2 Initial Typical Section Alternatives @ 8 hr/alt = 88 hrs
3 Summary of Quantities	N/A	SHT	2	12	24	Pay Item Table + Pay Item Footnotes + Summary Tables (Earthwork, Sodding, Guardrail, Fencing, etc)
4 Plan Sheets	40	SHT	13	25.23	328	4200' (Jog) + 1800' (Northlake) + 1200' (SR 710) + 600' (Connector Rd) = 7800' / 600' = 13 sheets (See attached aerial exhibit). Total hours = 8 shts x 32 hrs/shft (Jog) + 2 shts x 12 hrs/shft (B-Line) + 3 shts x 16 hrs/shft (Northlake) = 328 hrs.
5 Profile Sheets	40	SHT	8	28	224	Per PBC, only Jog + Connector will require profile sheets. Total hours = 8 shts x 28 hrs/shft = 224 hrs.
6 Side Road and/or Curb Return Profiles	N/A	EA	6	2	12	Curb Return Profiles (SE & NE corner of Connector Rd - 2 & all corners of Northlake - 4)
7 Back of Sidewalk Profiles	N/A	SHT	0	0	0	NOT REQUIRED
8 Miscellaneous Design or Construction Details	N/A	LS	1	45	45	Milling/Resurfacing detail - 1 shft; Irrigation Detail Sheet; 2 (min) Exhibits for coord. meetings (incl: Roll Plots)
9 Cross Sections	20/10	EA	68	3.5	238	4200' (Jog) + 1800' (Northlake) + 600' (Connector Rd) = 6400' / 100' = 64 ea + 4 add'l = 68
10 Driveway Half-Sections	20/10	EA	0	0	0	NOT REQUIRED
TRAFFIC CONTROL						
1 Traffic Control Plans (MOT)	N/A	LS	1	140	140	Required by FTE (in conjunction w/ FTE General Use Permit); Effort includes Phase Notes (6 hrs), General Notes (2 hrs), Typical Sections (3 phases @ 6 hrs/section/phase = 18 hrs), Plans (3 phases @ 36 hrs/phase = 108 hrs), Misc Details (lane closure analysis, detour sheet = 6 hrs); Total = 6+2+18+108+6 = 140 hrs.
MISCELLANEOUS TASKS						
1 Quantities/Computation Books	N/A	LS	1	60	60	96% Submittal (40 hrs) + Final Plans (20 hrs)
2 Cost Estimates	N/A	EA	4	12	48	4 Estimates Needed (w/ Master, 65%, 95%, and Final Submittals)
3 Design Documentation and Data Collection	N/A	LS	1	60	60	Geometric Calc, Correspondence, proj setup & maintenance, Data collection/research (Jog, SR 7)
4 Field Reviews	N/A	EA	4	8	32	4 x 2 people @ 4 hrs
COORDINATION						
1 Coordination with PBC Engineering	N/A	LS	1	50	50	7 total meetings - 2 mtgs x 2 ppl @ 3 hrs (incl: minutes) + 1 mtg/3 mths (for 15 months) = 5 mtgs. Inclusive of phase review meetings as needed + Teleconferences + Email Corr.
2 Coordinate Access Management with PBC	N/A	LS	0	0	0	NOT REQUIRED
3 Coordination with Other Agencies	N/A	LS	1	36	36	FDOT, FTE, Concurrent Projects, etc
5 Coordination with Utility Companies	N/A	LS	1	36	36	2 meetings x 2 people @ 4 hrs (incl minutes) = 16 hrs + 4 hrs coord time x 5 agencies = 36 hrs

ROADWAY PHASE TOTAL

1429

**JOG ROAD EXTENSION
FROM SR 710 (BEELINE HIGHWAY) TO NORTHLAKE BOULEVARD**

Staff Hour Estimate

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687-2320

Date: March 10, 2010
PBC No: 2009500
WGI No: 20910965.00

B. DRAINAGE DESIGN/PLANS & PERMITTING

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
DRAINAGE ANALYSIS AND DESIGN						
1 Design of Roadway Ditches	N/A	MILE	1.25	20	25	Ditches along both sides to ensure complete capture within R/W
2 Design of Storm Sewers	N/A	EA	24	3	72	(3600 ft / 500' + 1) x 3 (2 Inlets + MH per 250') = 24 structures (Incl. Prop. structure data in Plan Sheets); No drainage improvements on Northlake or SR 710
3 Design of Stormwater Detention/Retention Facilities	N/A	EA	0	0	0	Not Required
4 Determination of Existing Conditions	N/A	EA	2	12	24	2 Drainage Basins (Incl: 3 drainage systems total) @ 12 hrs/EA
5 Design of Special Drainage Systems/Features	N/A	LS	0	0	0	NOT REQUIRED
6 Drainage Design Report/Documentation	N/A	LS	1	40	40	Report (Incl: spread, routing, design storm stage/flows, correspondence, and all documents associated w/ final drainage documentation)
7 Field Reviews	N/A	EA	1	12	12	1 trip x 2 ppl x 6 hrs = 12 hrs
DRAINAGE PLANS						
1 Drainage Map	200	SHT	2	32	64	4200 ft (Jog Road) + 1200 ft (Northlake Blvd) @ 200 scale
2 Existing Drainage Data Sheet	N/A	SHT	1	12	12	Exist. drainage data (from topographic survey)
3 Drainage Structure Sheets	N/A	EA	0	0	0	Not Required
4 Summary of Drainage Structures	N/A	SHT	1	12	12	All proposed drainage structure data will be summarized on one summary plan sheet
5 Stormwater Detention/Retention Facilities	N/A	SHT	0	0	0	Not Required
6 Stormwater Detention/Retention Facilities Cross Sections	N/A	EA	0	0	0	Not Required
PERMITTING (ENGINEERING-RELATED)						
1 SFWMD Permit Application & Coordination		LS	1	48	48	Includes 16 hrs of coordination with USACE also (Incl: 1 RA)
2 NPBCID Permit Application & Coordination		LS	1	24	24	Includes all necessary coordination associated with permitting efforts
3 PBC ERM Permit Application & Coordination		LS	1	8	8	Includes all necessary coordination associated with permitting efforts
4 Agency (FDOT & FTE) Permit Application & Coordination		LS	1	8	8	Includes all necessary coordination associated with permitting efforts
5 Prepare Erosion Control Plans and NPDES NOI and NOT		LS	1	42	42	SWPPP & Erosion Control Plans (SWPPP - 2 sheets + Erosion Control - 7 sheets) = 9 sheets
DRAINAGE PLANS/DESIGN AND PERMITTING PHASE TOTAL					391	

**JOG ROAD EXTENSION
FROM SR 710 (BEELINE HIGHWAY) TO NORTHLAKE BOULEVARD**

Staff Hour Estimate

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687-2220

Date: March 16, 2010
PBC No: 2009500
WGI No: 20010965.00

C. SIGNING & MARKING PLANS

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
SIGNING AND MARKING PLANS						
1		SHT	0	0	0	Completed by Subconsultant
2		SHT	0	0	0	"
3		SHT	0	0	0	"
4		SHT	0	0	0	"
5		SHT	0	0	0	"
6		LS	0	0	0	"
7		LS	0	0	0	"

SIGNING AND MARKING PLANS TOTAL 0

**JOG ROAD EXTENSION
FROM SR 710 (BEELINE HIGHWAY) TO NORTHLAKE BOULEVARD**

Staff Hour Estimate

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687-1220

Date: March 10, 2010
PBC No: 2009500
WGI No: 20910965.00

D. SIGNAL PLANS

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
SIGNAL PLANS						
1 Key Sheet	N/A	SHT	1	4	4	Development + modifications for the life of the project
2 General Notes Sheets/Pay Items	N/A	SHT	1	8	8	All applicable notes and pay item footnotes
3 Tabulation of Quantities	N/A	SHT	1	8	8	
4 Plan Sheets	1" = 40'	SHT	2	32	64	Intersection of Jog / Northlake (56 hrs) + Intersection of Jog / SR 710 to address illuminated street name sign replacement ONLY (8 hrs)
5 Interconnect Plans	N/A	SHT	0	0	0	Not required
6 Street Name Sign Details	N/A	EA	0	0	0	Signs for "Northlake" and "Jog" designations. Included in plan sheet effort.
7 Mast Arm Detail Sheets	N/A	EA	0	0	0	Not required
8 Service Special Point Detail	N/A	EA	1	2	2	Establish new service point with FPL
9 Mast Arm Tabulation Sheets	N/A	PI	0	0	0	Completed by subconsultant
10 Field Review	N/A	EA	2	2	4	2 separate field reviews (pre 65%, post 90%)
11 Engineering Estimate	N/A	EA	4	1	4	Master plan, 65%, 90%, 100%, Final
12 Meetings	N/A	EA	1	4	4	Anticipate 1 meeting with Traffic Division
SIGNAL PLANS TOTAL					98	

**JOG ROAD EXTENSION
FROM SR 710 (BEELINE HIGHWAY) TO NORTHLAKE BOULEVARD**

Staff Hour Estimate

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687-2220

Date: March 10, 2010
PBC No: 2009300
WGI No: 20910965.00

E. ENVIRONMENTAL SERVICES

Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments	
ENVIRONMENTAL SERVICES						
1	Project Coordination	LS	0	0	0	Effort covered by other tasks listed below
2	Data Collection	LS	1	32	32	Includes obtaining all relevant adjacent existing permits, mitigation areas & maintenance history/conditions, natural areas inventory, T&E species history, historical land use, DO conditions, soils map.
3	Wetland Delineation	LS	1	50	50	Includes field delineation of all wetlands (and different wetland types) within 120' RW and out to 300' beyond RW (for approx. 1/2 mi). Multiple soils testing (holes) and fauna cataloging. All points with GPS in addition to flagged ecotones or transitions.
4	Agency Verification of Wetlands	LS	1	30	30	Includes field meetings with regulatory agencies and adjustments to wetland lines as determined by agencies.
5	Wetland Assessment	LS	1	100	100	Includes functional assessment (UMAM) of each individual wetland within 120' RW and out to 300' from RW line (in 60 ft. increments). 2 UMAM sheets per wetland and for buffer - per wetland & per 60 ft. increment. In addition the USACE requires Wetland Data Forms for each wetland and adjacent upland.
6	Listed Species Surveys	LS	0	0	0	Completed by Subconsultant
ENVIRONMENTAL PERMITTING						
1	ERP Permit Application	LS	1	40	40	Includes submittal of the joint ERP application (SFWMD and USACE) and all of the associated exhibits, drawings, maps, plans, reports, etc.
2	USACE Section 404 Permit	LS	0	0	0	Effort included in above task
3	Mitigation Plan	LS	1	40	40	Assist the County with paperwork, exhibits, etc. needed to use Pine Glades Mitigation bank.
4	Mitigation Coordination	LS	1	40	40	Includes coordination with and between PBC ERM, USACE and SFWMD regarding the use of Pine Glades Natural Area as a mitigation site. Comparison of UMAM assessments from impacts and mitigation area.
5	Prepare Biological Assessment and Biological Opinion for USFWS	LS	0	0	0	Completed by Subconsultant
MEETINGS						
1	Meetings	LS	1	56	56	SFWMD and USACE = 5 meetings each including pre-application, ongoing coordination and mitigation coordination. PBC ERM = 2 meetings concerning mitigation coordination. USFWS = 2 meetings. All meeting hours include drive, meeting, minutes.
ENVIRONMENTAL SERVICES TOTAL						

**JOG ROAD EXTENSION
FROM SR 710 (BEELINE HIGHWAY) TO NORTHLAKE BOULEVARD**

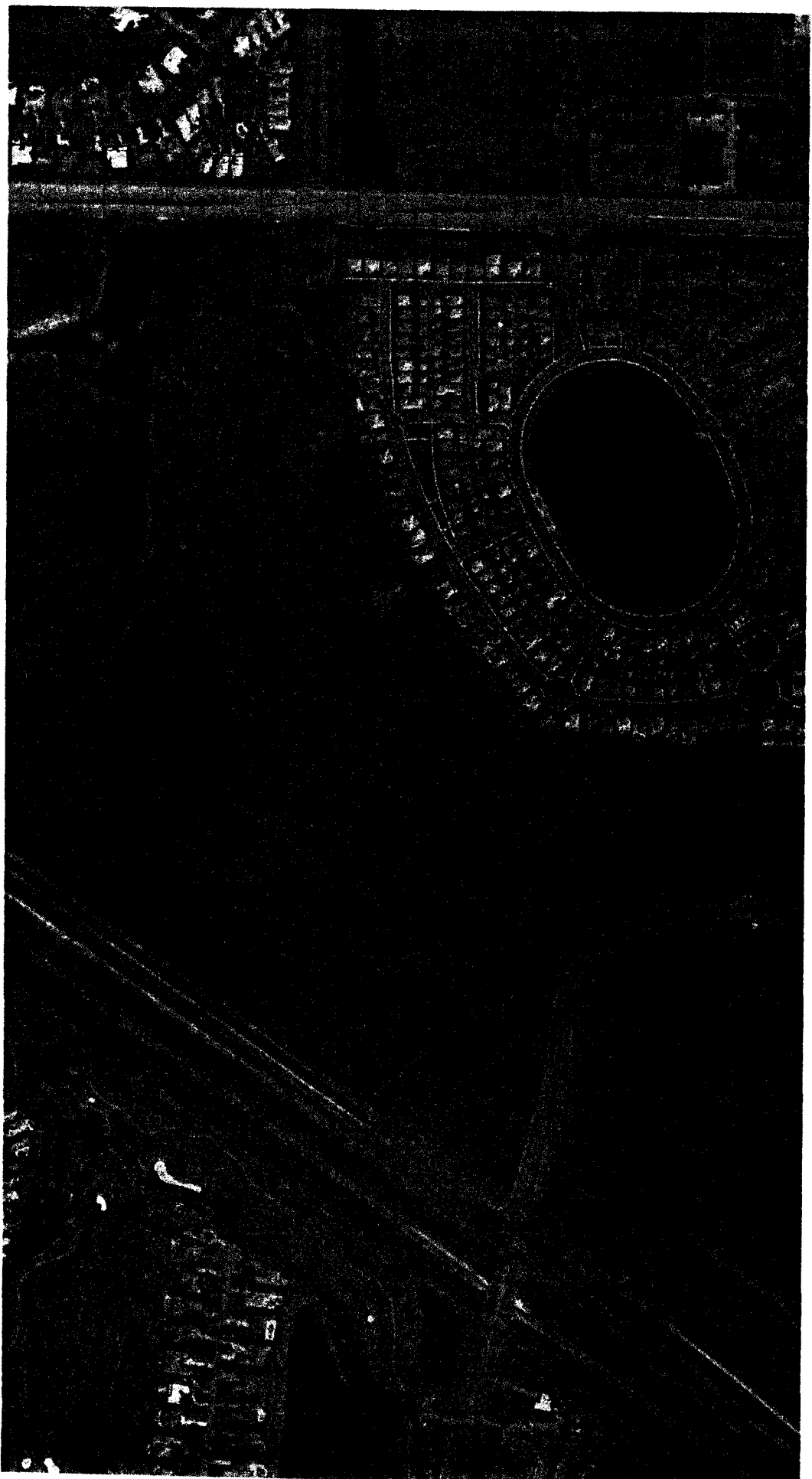
Staff Hour Estimate

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687-2220

Date: March 10, 2010
PBC No: 2009500
WGI No: 20910965.00

OPTIONAL SERVICES

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
A. ROADWAY DESIGN / PLANS						
1	1" = 20'	SHT	1	36	36	Intersection plateau for Connector Road / Jog Road intersection ONLY. Per PBC, no platteuing of intersection at Northlake / Jog.
ROADWAY DESIGN / PLANS TOTAL					36	
B. DRAINAGE DESIGN / PLANS						
1	N/A	SHT	7	12	84	D&F Sketches (3600 ft @ 100 scale = 3 sheets + loc map + section + title sheet) = 6 sheets. + 1 Misc. Drainage Detail Sheet
DRAINAGE DESIGN / PLANS TOTAL					84	
C. POST DESIGN SERVICES						
1		LS	1	80	80	
2		LS	1	26	26	Second authorized Gopher Tortoise agent to assist in surveys (2 x 8) and the excavation and relocation of the animals (10).
POST DESIGN TOTAL					106	



REIMBURSABLE EXPENSES

**JOG ROAD EXTENSION
FROM SR 710 (BEELINE HIGHWAY) TO NORTHLAKE BOULEVARD**

Reimbursable Expense Summary

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687-2220

Date: March 10, 2010
PBC No: 2009500
WGI No: 20910965.00

COPIES (11"x17")					
AGENCY	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Palm Beach County - Roadway	6	75	450	5	✓ 2250
Palm Beach County - Traffic (Incl. in Roadway)	0	0	0	0	0
Utility Coordination (Initial)	15	75	1125	1	✓ 1125
Utility Coordination (Final)	10	75	750	1	✓ 750
SFWMD	5	75	375	2	✓ 750
Florida's Turnpike Enterprise (FTE)	5	75	375	2	✓ 750
NPBCID	5	75	375	2	✓ 750
FDOT - District IV	5	75	375	2	✓ 750
TOTAL SHEETS					✓ 7125
PRICE PER SHEET					✓ \$0.30
TOTAL COST FOR COPIES					✓ \$2,137.50

COPIES (8-1/2"x 11")					
ELEMENT	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Miscellaneous Correspondence	1	5000	5000	1	✓ 5000
Reports	10	250	2500	4	✓ 10000
Design Notebook	1	200	200	5	✓ 1000
TOTAL SHEETS					✓ 16000
PRICE PER SHEET					✓ \$0.15
TOTAL COST FOR COPIES					✓ \$2,400.00

REIMBURSABLE EXPENSE TOTAL					✓ \$4,537.50
-----------------------------------	--	--	--	--	--------------

**JOG ROAD EXTENSION
FROM SR 710 (BEELINE HIGHWAY) TO NORTHLAKE BOULEVARD**


Permit Expense Summary

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687-2220

Date: March 10, 2010
PBC No: 2009500
WGI No: 20910965.00

PERMITS	
AGENCY	PERMIT FEE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD)	✓ \$7,500.00
FLORIDA'S TURNPIKE ENTERPRISE (FTE)	\$0.00
FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT - District IV)	\$0.00
US FISH AND WILDLIFE SERVICE (USFWS)	\$0.00
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC)	\$0.00
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT (NPBCID)	✓ \$12,500.00
Includes: Submittal Fee = \$500	
Review Fee = \$2000 (estimate)	
Inspection/Usage Fee = \$10,000 (estimate based on 2% of construction features of concern to NPBCID)	
PERMIT FEES TOTAL	✓ \$20,000.00

BROWN AND PHILLIPS, INC.

 **BROWN & PHILLIPS, Inc.**
PROFESSIONAL SURVEYING SERVICES
March 3, 2010

Mr. JD Whitaker
The Wantman Group
2035 Vista Parkway
Suite 100
West Palm Bch, FL 33411

Re: **Jog Road Extension - SR710 to Northlake Boulevard Roadway Survey**

Dear Mr. Whitaker:

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. We will review any title work supplied by you. The scope of services is as follows:

SCOPE OF SERVICES

I. HORIZONTAL PROJECT NETWORK CONTROL

Using the information supplied by Palm Beach County, we will establish the Right-of-Way for Jog Road Extension - SR 710 to Northlake. A traverse will be run through the route and all found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control (NAD 83/90 Adjustment). The Palm Beach County Survey Department will supply all the sectional control information along the proposed route.

The limits of the project are along Jog Road right of way, from the North side of SR710 to the north side of the intersection of Jog Road with Northlake Boulevard, and along Northlake Boulevard 900 feet East and West of the intersection with Jog Road. (see attachment B)

II. VERTICAL PROJECT NETWORK CONTROL

A level run will be performed along the route using the existing Palm Beach County benchmarks (NAVD 1988). Benchmarks will be set along the route, not exceeding 600 feet apart, so that we will have at least one benchmark per plan sheet. All benchmarks will be set outside of the proposed right of way.

III. BASELINE LAYOUT

We will lay out the baseline at 100-foot intervals setting appropriate points at each station. The baseline will be laid out within the limits of the +/- 6,200 foot route. These baseline points will be used in the topographic and cross section phase to locate features and facilitate checks.

IV. REFERENCE POINTS

We will reference the baseline at intervals not exceeding 1,400 feet along the route. These points will be used to replace disturbed baseline stations. We propose to set eight (8) references.

Whitaker
March 3, 2010
Page 2

V. SUBDIVISION AND PROPERTY TIES

We will tie in section corners and property corners along the route to check the present alignment of Jog Road. We will try to locate as many corners as possible to positively establish the current right of way.

VI. TOPOGRAPHY

A topographic survey will be performed along the route. This survey will tie in all visible features such as, but not limited to, signs, light poles, guardrails, utilities, walks, edge of pavement, curbing, drainage structures, etc. These locations will show all features within the corridor from right of way to right of way extending to 25 feet outside the proposed right of way if provided. We will also obtain enough elevations along the route to create a complete Tin File for the entire project.

VII. CROSS SECTIONS

Cross sections will be done along the route at 100-foot intervals. These cross sections will cover the roadway to the right of way lines and extend to 25 feet outside of the right of way. We will identify all high and low areas along the route.

VIII. WETLANDS

The nature of the wetland lines for the various jurisdictions is unknown, but we will allow five (5) days for location of flags. We will tie in all flags with the appropriate labeling as laid out by the environmental firm and produce a drawing showing the locations. This is an estimate only. Actual man hours and cost will be determined after the final determination and flagging of the wetlands and uplands. The wetland locations will be within 300 feet directly west of the Jog Road right of way and South from Northlake Boulevard to SR 710, as well as 300' due East between Montecato and SR 710.

IX. UNDERGROUND UTILITIES

We will locate or set points for any necessary soil borings along the route. These points will be determined by others and supplied to Brown & Phillips, Inc. Brown & Phillips, Inc will locate any underground utilities that are marked in the field.

X. TREE SURVEY

In order to satisfy the requirements of project, we will need to locate all the trees within the right of way. We will produce a signed and sealed tree survey showing the location of the trees, as well as the type of tree and the caliper size at breast height. All native trees 4" and larger will be located.

XI. LINE CUTTING

We will have an extensive amount of line cutting due to the thickness of the vegetation in the northern portion of the Jog Road right of way.

Whitaker
March 3, 2010
Page 3

XII. ASBUILTS

We will attempt to get asbuilt information on all the pipes leading out of any storm or sanitary sewer structures found. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes. We will obtain these elevations for the approximately 46 structures.

XIII. CLOSURE

A CAD drawing will be produced which will show all the features located. We propose to provide The Wantman Group with a Microstation file in the version requested. Any additional work will be done on an hourly basis as approved by you. The proposed cost for this project is ~~\$43,000.00 (\$46,350.00 per Attachment 'A' + \$650.00 Reimbursable - \$4,000.00 Persimmon Credit)~~. 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.

Sincerely,

Brown & Phillips, Inc.


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

JEP/ml

Accepted This _____ Day Of _____, 2010.

The Wantman Group

By: _____

Print Name: _____

ATTACHMENT "A"
Jog Road Extension - SR710 to Northlake Boulevard Roadway Survey

Description: Roadway Survey

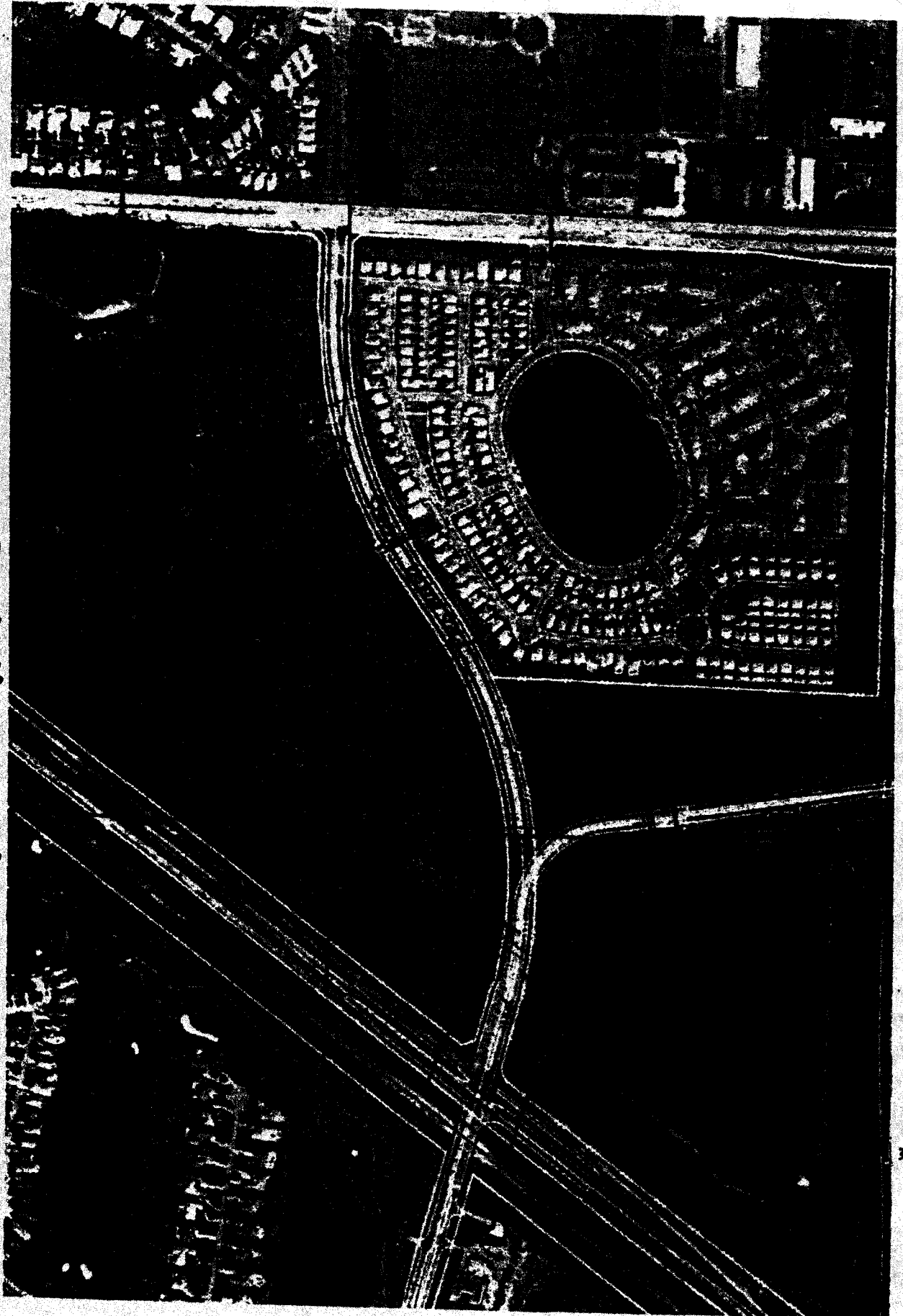
Size: 6,200 +/-

Date of Proposal: March 3, 2010

TASK	3 MAN FIELD	CADD TECH	SURVEY TECH	PLS	COMMENTS
Horizontal Project Network Control	20		18	10	Establish control and right-of-way; meetings & coordination
Vertical Project Network Control	16		2	1	Set benchmarks along corridor
Baseline Layout 100' Sta	10		3		Lay out baseline at 100' intervals
Reference Points	10		2		Set 8 references
Subd. & Properties Ties	8		1	1	Tie in adjoining property corners
Topography	38		11	1	Locate all above ground features
Wetlands	48	20	6	2	Locate wetland flagged by others (estimate)
Underground Utilities	6				Locate soil borings
Tree Survey	58	18	6	3	Located planted trees in R/W
Line Cutting	30		1	1	
Cross-Sections	40		10	1	At 100' intervals to 25' outside R/W, intersection plateau)
CADD Base Drawing		20	8	3	Prepare cadd drawing
Asbuilts	20		3	1	Asbuilt storm structures (46 structures)
Total Hours	✓ 304	✓ 58	✓ 71	✓ 24	
Rate/Hour	\$110.00	\$75.00	\$80.00	\$120.00	
Sub-total	✓ \$33,440.00	✓ \$4,350.00	✓ \$5,680.00	✓ \$2,880.00	
Price					\$46,350.00
✓ Persimmon Credit					- \$4,000.00
Total Price					✓ \$42,350.00

* Reimbursable: All Terrain Vehicle ✓ \$50/Day x 13 days = \$ 650.00

Attachment B1



TIERRA SOUTH FLORIDA, INC.



December 31, 2009
November 16, 2009

Mr. Gary Williams, PE
Wantman Group, Inc.
2035 Vista Parkway, Suite 100
West Palm Beach, FL 33411

Re: **Proposal for Soil Survey**
Proposed Jog Road Extension from Beeline Hwy to Northlake Blvd
Palm Beach County, Florida
TSF Proposal No.: 0911-393 Revised

Dear Gary:

As requested, Tierra South Florida, Inc. (TSF) is pleased to submit this proposal for the above-referenced project. The proposal is based on discussion with Mr. JD Whitaker, P.E. of Wantman Group, Inc. It is our understanding that the proposed roadway will be a four lane, divided for a length of about 0.5 mile.

PROPOSED SCOPE OF WORK

All work performed by TSF will be in general accordance with Palm Beach County and FDOT standards. As requested, based on our understanding of the project, we propose to perform the following:

1. Perform visual reconnaissance.
2. Perform SPT boring on 100 intervals on alternative sites of the roadway (embankment), a total of 28 borings to a depth of 15 feet.
3. Perform four SPT Borings for the proposed mast arms at Jog Road/Northlake Boulevard/Ryder Cup Boulevard to a depth of 30 feet.
4. Perform 3 SPT borings for the proposed mast arms at Jog Road and Turnpike Connector to a depth of 30 feet (**Optional Service**).
5. Collect samples for LBR tests
6. Perform laboratory testing.
7. Provide geotechnical recommendations for roadway and mast arms.

The test locations will be approximately located in the field by our personnel by measuring distances with a tape from known reference points.

Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig.

Upon completion of the field exploration, laboratory testing will be performed on selected samples. The study will be summarized in accordance with the FDOT's Soil and Foundation Manual.

A geotechnical engineer will evaluate the results of field work. A report will be issued that contains the exploration data, Roadway Soil Survey, recommendations for mast arm foundation design and a discussion of some construction considerations.

ESTIMATED FEES

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis in accordance with the attached Fee Schedule (attachments) and that the work be performed pursuant to TSF's General Conditions enclosed herewith and incorporated into this proposal. The estimated fees for the project are attached. Attachment 1 is the fees schedule for roadway and Attachment 2 is for optional service (mast arms).

Our estimate covers the work needed to present our findings and recommendations in a formal report. Not included are reviews of drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

This estimated fee assumes that the site is readily accessible to our truck-mounted drilling equipment. Any bulldozer or wrecker services required to provide access pathways or mobility assistance to our truck-mounted drill rig are not included in this proposal.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the

exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consistent with good engineering practice.

SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting and permit approval). The fieldwork will take about five days to complete. The written report can be submitted about 1 week after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

We at TSF appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.


Raj Krishnasamy, P.E.
Principal Engineer

RK:
Attachments: 1. Fee Breakdown

AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:
	Fax #:

TIERRA SOUTH FLORIDA, INC.
ATTACHMENT - 1
FEE SCHEDULE FOR GEOTECHNICAL SERVICES

TIERRA SOUTH FLORIDA, INC.

I.	FIELD INVESTIGATION	Unit	# of Units	Unit Price	Total
	Mobilization of Men and Equipment	Trip	1	\$ 350.00	✓ 350.00
	Truck-Mounted Equipment				
	Standard Penetration Test Borings (By Truck-Mounted Equipment)				
	0 - 50 ft depth	L.F.	540	\$ 12.00	✓ 6,480.00
	50 - 100 ft depth	L.F.	0	\$ 14.00	0.00
	Grout-Seal Boreholes (By Truck-Mounted Equipment)				
	0 - 50 ft depth	L.F.	540	\$ 5.00	✓ 2,700.00
	50 - 100 ft depth	L.F.	0	\$ 6.00	0.00
	Casing Allowance (By Truck-Mounted Equipment)				
	0 - 50 ft depth	L.F.	0	\$ 6.00	0.00
	50 - 100 ft depth	L.F.	0	\$ 8.00	0.00
	Rock Coring (Structures) (By Truck-Mounted Equipment)				
	0 - 50 ft deep	L.F.	0	\$ 30.00	0.00
	50 - 100 ft deep	L.F.	0	\$ 36.00	0.00
	Borehole Permeability Tests	Test	0	\$ 275.00	0.00
	Traffic Control (1-man crew with safety equipments)	Day	0	\$ 800.00	0.00
	Auger Borings (Roadway)	L.F.	0	\$ 8.50	0.00
	Auger Borings (Pond)	L.F.	0	\$ 8.00	0.00
	Hand Muck Probes (2-man crew)	Day	0	\$ 800.00	0.00
	Double Ring Infiltration Test	Test	0	\$ 500.00	0.00
	Pavement Cores, Asphalt	Each	0	\$ 85.00	0.00
	Core Machine Rental	Day	0	\$ 300.00	0.00
II.	LABORATORY TESTING				
	Visual Examination by Staff Engineer	Hour	6	\$ 85.00	✓ 510.00
	Natural Moisture Content Tests	Test	6	\$ 10.00	✓ 60.00
	Grain-Size Analysis - Full Gradation	Test	6	\$ 60.00	✓ 360.00

TIERRA SOUTH FLORIDA, INC.
ATTACHMENT - 1
FEE SCHEDULE FOR GEOTECHNICAL SERVICES

TIERRA SOUTH FLORIDA, INC.

	Unit	# of Units		Unit Price		Total
Grain-Size Analysis - Single Sieve	Test	0	\$	25.00	\$	0.00
Organic Content Tests	Test	6	\$	35.00	\$	✓ 210.00
Atterberg Limit Tests	Test	0	\$	75.00	\$	0.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	2	\$	185.00	\$	✓ 370.00
LBR Test	Test	3	\$	300.00	\$	✓ 900.00
III. FIELD ENGINEERING AND TECHNICAL SERVICES						
Boring Layout/Utility Coordination						
Sr. Engineering Technician	Hour	8	\$	65.00	\$	✓ 520.00
IIIA. ENGINEERING AND TECHNICAL SERVICES						
Principal Engineer	Hour	2	\$	145.00	\$	✓ 290.00
Senior Geotechnical Engineer	Hour	6	\$	125.00	\$	✓ 750.00
Project Engineer	Hour	16	\$	115.00	\$	✓ 1,840.00
Staff Engineer	Hour	0	\$	85.00	\$	0.00
Draftperson	Hour	10	\$	60.00	\$	✓ 600.00
FEE FOR GEOTECHNICAL SERVICES - ROADWAY					\$	✓ 15,940.00

TIERRA SOUTH FLORIDA, INC.
ATTACHMENT - 2 (OPTIONAL)
FEE SCHEDULE FOR GEOTECHNICAL SERVICES

I.	FIELD INVESTIGATION	Unit	# of Units	Unit Price	Total
	Mobilization of Men and Equipment				
	Truck-Mounted Equipment	Trip	1	\$ 350.00	✓ 350.00
	Standard Penetration Test Borings (By Truck-Mounted Equipment)				
	0 - 50 ft depth	L.F.	90	\$ 12.00	✓ 1,080.00
	50 - 100 ft depth	L.F.	0	\$ 14.00	0.00
	Grout-Seal Boreholes (By Truck-Mounted Equipment)				
	0 - 50 ft depth	L.F.	90	\$ 5.00	✓ 450.00
	50 - 100 ft depth	L.F.	0	\$ 6.00	0.00
	Casing Allowance (By Truck-Mounted Equipment)				
	0 - 50 ft depth	L.F.	0	\$ 6.00	0.00
	50 - 100 ft depth	L.F.	0	\$ 8.00	0.00
	Rock Coring (Structures) (By Truck-Mounted Equipment)				
	0 - 50 ft deep	L.F.	0	\$ 30.00	0.00
	50 - 100 ft deep	L.F.	0	\$ 36.00	0.00
	Borehole Permeability Tests	Test	0	\$ 275.00	0.00
	Traffic Control (1-man crew with safety equipments)	Day	0	\$ 800.00	0.00
	Auger Borings (Roadway)	L.F.	0	\$ 8.50	0.00
	Auger Borings (Pond)	L.F.	0	\$ 8.00	0.00
	Hand Muck Probes (2-man crew)	Day	0	\$ 800.00	0.00
	Double Ring Infiltration Test	Test	0	\$ 500.00	0.00
	Pavement Cores, Asphalt	Each	0	\$ 85.00	0.00
	Core Machine Rental	Day	0	\$ 300.00	0.00
II.	LABORATORY TESTING				
	Visual Examination by Staff Engineer	Hour	2	\$ 85.00	✓ 170.00
	Natural Moisture Content Tests	Test	0	\$ 10.00	0.00
	Grain-Size Analysis - Full Gradation	Test	0	\$ 60.00	0.00
	Grain-Size Analysis - Single Sieve	Test	0	\$ 25.00	0.00
	Organic Content Tests	Test	0	\$ 35.00	0.00

TIERRA SOUTH FLORIDA, INC.
ATTACHMENT - 2 (OPTIONAL)
FEE SCHEDULE FOR GEOTECHNICAL SERVICES

Atterberg Limit Tests	Test	0	\$	75.00	\$	0.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	2	\$	185.00	\$	✓ 370.00
LBR Test	Test	0	\$	300.00	\$	0.00
III. FIELD ENGINEERING AND TECHNICAL SERVICES						
Boring Layout/Utility Coordination						
Sr. Engineering Technician	Hour	4	\$	65.00	\$	✓ 260.00
IIIA. ENGINEERING AND TECHNICAL SERVICES						
Principal Engineer	Hour	1	\$	145.00	\$	✓ 145.00
Senior Geotechnical Engineer	Hour	2	\$	125.00	\$	✓ 250.00
Project Engineer	Hour	8	\$	115.00	\$	✓ 920.00
Staff Engineer	Hour	0	\$	85.00	\$	0.00
Draftperson	Hour	2	\$	60.00	\$	✓ 120.00
TOTAL FEE FOR GEOTECHNICAL SERVICES - MAST ARMS (OPT.)					\$	✓ 4,115.00

SCHEDA ECOLOGICAL ASSOCIATES, INC.



March 10, 2010

Gary Williams, PE
Wantman Group, Inc.
2035 Vista Parkway, Suite 100
West Palm Beach, FL 33411
Gary.williams@wantmangroup.com
Greg.griffith@wantmangroup.com
jd@wantmangroup.com

Re: SCOPE OF SERVICES AND ASSOCIATED FEE ESTIMATE
Jog Road Connector – Environmental and Permitting for Final Design
Palm Beach County, Florida
Scheda Proposal No. 001890.20.P

Dear Gary:

Scheda Ecological Associates, Inc. (Scheda) is pleased to present this scope of services and estimated fee for providing environmental consulting services to support the final design and permitting that will be undertaken by Wantman Group, Inc. (Wantman) for the above referenced project. It is understood that Scheda will either support or lead certain portions of this Palm Beach County (County) project and this proposed effort is detailed below. The numbering system below directly corresponds to the County's scope of services for this project.

SCOPE OF SERVICES

Task Description

C.1 DATA COLLECTION

Prior to conducting a site reconnaissance, all readily available existing data related to the project site and its natural environmental features will be collected and reviewed. This data will consist of:

- a. Natural Resources Conservation Service soil survey;
- b. USGS 7.5-minute quadrangle mapping;
- c. Southwest Florida Water Management District's Florida Land Use Cover and Forms, Classification Systems (FLUCFCS);
- d. Current aerial photography;
- e. Florida Master Site File review for known historic and archaeological sites;
- f. Protected Species data: Florida Native Areas Inventory (FNAI) via letter request, United States Fish and Wildlife Service, (USFWS), and Florida Fish and Wildlife Commission (FWC);
- g. National Wetland Inventory mapping (NWI); and
- h. Coordination with both County and City environmental scientists for updated protected species information and nesting data.

C.2 WETLAND DELINEATION

Scheda will provide a field scientist assistant with detailed knowledge of soils to complete this effort. Due to the nature of the project area, thorough knowledge of soils and its relevance to wetland

5892 E. Fowler Avenue · Tampa, Florida 33617
TEL / 813.989.9600 · FAX / 813.989.9670

6101 Lake Osprey Drive, Ste 313, Sarasota, Florida 34240
TEL / 941.373.1547 FAX / 941.373.1401

1488-E Skees Road · West Palm Beach, Florida 33411
TEL / 561.689.9198 · FAX / 561.253.0698

Gary Williams, PE
March 10, 2010
Page 2 of 4

jurisdictional line establishment will be important. The scientist will assist in the field as directed by Wantman.

C.4 LISTED SPECIES SURVEY AND REPORT DOCUMENTATION

Scheda will lead this effort from inception to completion. Various tasks will be completed with the goal of agency approval (State and Federal levels) of the resulting documentation. These tasks will include:

- a. Review of all protected species data collected at the beginning of the project;
- b. Determination of protected species (fauna and flora) that may be present or utilize the site based upon data collected, and habitats present
- c. Conduct and document early coordination with US Fish and Wildlife Service (FWS) and Florida Fish and Wildlife Conservation Commission (FWC);
- d. Design survey methodology based upon relevant species;
- e. Complete general protected species surveys during appropriate seasons (flowering seasons, nesting seasons, etc), using appropriate state and/or federal methodologies;
- f. Complete species-specific surveys for wading birds and gopher tortoise;
- g. Determine potential impacts to protected species;
- h. Develop mitigation concepts to offset impacts if required;
- i. Draft Endangered Species Biological Assessment (ESBA), and revise according to Client and County comments;
- j. Conduct follow-up coordination with FWS and FWC by forwarding the County-approved Final Draft ESBA to FWS and FWC for their review and comment;
- k. Address wildlife agency comments in close coordination with Client and County;
- l. Revise Final Draft to Final ESBA incorporating all comments and resubmit to FWS and FWC for their review and approval. Completion of this final step and obtaining their approval letters sets the stage for a successful permitting process, from a protected species standpoint.

C.5 ENVIRONMENTAL PERMITTING

Scheda will support Wantman during the permitting process by leading and completing the following efforts:

- a. Compiling the Purpose and Need statement in sufficient detail to support the permit application. This documentation will include the development of tables and or graphics sufficient to explain the County's position that the roadway is needed.
- b. Compiling the Alternatives Analysis/Impact Minimization text in sufficient detail to support the permit application. The Federal permitting process requires that all applicants develop and analyze various alternatives for their project, and ultimately show how the alternative selected will minimize impacts to the natural environment. This documentation will include the development of tables and or graphics sufficient to explain the County's position that the roadway is needed.
- c. Addressing the State's Public Interest Test Criteria. As part of an applicant's demonstration that a regulated activity will not be harmful to the water resources, the applicant is also required to provide reasonable assurance that such activity in, on, or over surface waters or wetlands, is not contrary to the public interest. However, if such an activity significantly degrades or is within an Outstanding Florida Water

6882 E. Fowler Avenue · Tampa, Florida 33617
TEL / 813.989.9600 · FAX / 813.989.9670

6151 Lake Osprey Drive, Ste 313, Sarasota, Florida 34240
TEL / 941.373.1547 FAX / 941.373.1401

1486-E Skues Road · West Palm Beach, Florida 33411
TEL / 561.689.9198 · FAX / 561.253.0898

(OFW), the applicant must provide reasonable assurance that the proposed activity will be clearly in the public interest. Even though this project is not positioned in an OFW, it does affect environmental resources that are part of a basin that is of substantial concern to permitting agencies. Therefore, it is recommended that the following criteria be addressed up-front, as part of the ERP application.

Public Interest Test--Ch. 373.414(1), FS

The DEP/WMD shall consider and balance the following criteria:

1. Whether the activity will adversely affect the public health, safety, or welfare or the property of others;
2. Whether the activity will adversely affect the conservation of fish and wildlife, including endangered or threatened species, or their habitats;
3. Whether the activity will adversely affect navigation or the flow of water or cause harmful erosion or shoaling
4. Whether the activity will adversely affect the fishing or recreational values or marine productivity in the vicinity of the activity;
5. Whether the activity will be of a temporary or permanent nature;
6. Whether the activity will adversely affect or will enhance significant historical and archaeological resources; and
7. The current condition and relative value of functions being performed by areas affected by the proposed activity.

C.6 MEETING ATTENDANCE

Scheda will attend the following meetings related to approval of the ESBA and permitting: Permitting Pre-application meetings (2), agency request for additional information/clarification (RAI) meetings, and wildlife agency coordination meetings for approval of the ESBA (2).

C.7 ASSUMPTIONS

Please note that the following assumptions were used in developing the fee estimate. If additional work time is required due to the inaccuracy of these assumptions or future changes in scope, additional fees will be billed on an hourly basis in accordance with Scheda's standard billing rates. Written authorization will be obtained from the client prior to incurring additional fees.

1. Survey, engineering, and geotechnical services are to be provided by others.
2. The site is generally accessible.
3. This scope does include permitting the relocation of gopher tortoises as optional services. However, the proposed scope of work may change by the time we get to permitting. Because animal species move, it is difficult to anticipate the exact nature of any permitting that may be required in the future.

Gary Williams, PE
March 10, 2010
Page 4 of 4

FEE ESTIMATE

The fee estimate totals **\$34,847.40** and will be considered a lump sum fee estimate, which will not be exceeded without prior written authorization from the client. The project will be billed monthly based upon the percentage completion of the fee.

Scheda staff biologists can begin the listed tasks immediately upon acceptance of this proposal. If these terms and conditions are satisfactory, please authorize the work by signing below and returning one copy to our office within 30 days of the date first written above. Upon receipt of such signature, this document shall constitute a binding Agreement.

Thank you for the opportunity to provide this proposal. Please contact me if you have any questions or require additional information.

Sincerely,
Scheda Ecological Associates, Inc.



Sandra Scheda Klaus, MS
President/Principal Scientist

The above terms are accepted as stated on this _____ day of _____, 2010.

Signature _____ Title _____

Witness _____

6802 E. Fowler Avenue · Tampa, Florida 33617
TEL / 813.989.9800 · FAX / 813.989.9870

8151 Lake Osprey Drive, Ste 313; Sarasota, Florida 34240
TEL / 941.373.1847 FAX / 941.373.1401

1486-E Shaws Road · West Palm Beach, Florida 33411
TEL / 561.689.9198 · FAX / 561.253.0898

JOG ROAD EXTENSION (SR 710/BEE LINE TO NORTHLAKE BOULEVARD)

March 9, 2010

Scheda Ecological Associates, Inc.

Task	Expert Witness	Principal Scientist	Senior Scientist IV	Senior Scientist III	Senior Scientist I & II	Env. Scientist	GIS Analyst	AutoCAD	Env. Tech	Clerical	EXPENSE FEE	LABOR FEE	TOTAL FEE	SCHEDA HOURS
	\$175.00	\$180.00	\$130.00	\$120.00	\$100.00	\$80.00	\$75.00	\$70.00	\$60.00	\$55.00				
C1 - DATA COLLECTION (related to species)														
FNAI data request						4						\$ 320.00	\$ 320.00	4
Obtain readily available GIS data							4					\$ 300.00	\$ 300.00	4
Obtain County & City data/knowledge on protected species						8						\$ 640.00	\$ 640.00	8
												\$ -	\$ -	0
												\$ -	\$ -	0
C2 - WETLAND DELINEATION														
Field support - second scientist						20						\$ 1,600.00	\$ 1,600.00	20
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
C4 - LISTED SPECIES SURVEYS														
Review/compile data						10						\$ 800.00	\$ 800.00	10
Produce draft mapping (species locations and LULC)							4					\$ 300.00	\$ 300.00	4
Formulate methodology				1		4						\$ 440.00	\$ 440.00	5
Conduct general field and GT surveys					16	16						\$ 2,880.00	\$ 2,880.00	32
Wading bird survey						20						\$ 1,600.00	\$ 1,600.00	20
C5 - PERMITTING														
Purpose and Need Statement/Related Mtgs and Coord.		44										\$ 7,040.00	\$ 7,040.00	44
Biological Assessment												\$ -	\$ -	0
Draft		8				72	8			4		\$ 7,860.00	\$ 7,860.00	82
Final		4				32	4					\$ 3,500.00	\$ 3,500.00	40
USACE Public Notice				8								\$ 960.00	\$ 960.00	8
C6 - MEETING ATTENDANCE														
Pre-application (SFWM and USACE)		8										\$ 1,280.00	\$ 1,280.00	8
Two clarification (SFWM and USACE)		8										\$ 1,280.00	\$ 1,280.00	8
Two USFWS meetings re: protected species/BA		16										\$ 2,560.00	\$ 2,560.00	16
												\$ -	\$ -	0
												\$ -	\$ -	0

EXPENSES (See Detail Sheet) \$ 1,487.40

Prepared By: S. Scheda
Proposal No: 001690.20.P

\$14,080

\$1,080 \$1,600 \$14,980 \$1,500

\$220

JOG ROAD EXTENSION (SR 710/BELJINE TO NORTHLAKE BOULEVARD)

March 9, 2010

Scheda Ecological Associates, Inc. - Optional Services

Task	Expert Witness	Principal Scientist	Senior Scientist IV	Senior Scientist III	Senior Scientist I & II	Env. Scientist	GIS Analyst	AutoCAD	Env. Tech	Clerical	EXPENSE FEE	LABOR FEE	TOTAL FEE	SCHEDA HOURS
	\$175.00	\$160.00	\$130.00	\$120.00	\$100.00	\$80.00	\$75.00	\$70.00	\$60.00	\$55.00				
O -OPTIONAL SERVICES														
Gopher tortoise survey for relocation permit						24						\$ 1,920.00	\$ 1,920.00	24
Relocation permit application/RAIs				2		24	4					\$ 2,460.00	\$ 2,460.00	30
GT Relocation in Field						18						\$ 1,440.00	\$ 1,440.00	18
Post-Relocation Report to FWC				2		8	4					\$ 1,180.00	\$ 1,180.00	14
Agency and Relocation Coordination/FWC Site Inspection						14						\$ 1,120.00	\$ 1,120.00	14
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0

Expenses (See Detail Sheet, Optional Services) \$ 449.54

Prepared By: S. Scheda

Proposal No: 001680.20.P

ASSUMPTIONS:

- O1. Wentman to provide second scientist for survey and relocation tasks above.
- O2. County will pay per tortoise recipient site fees.
- O3. Permit app fee will be for 10 or less burrows, 5 or less animals (2 long days in the field)

6480 \$7,040 \$600

Labor Plus Normal Expenses	\$ 5,669.54
Specialized Expenses	
Backhoe rental	\$ 800.00
Backhoe operator	\$ 800.00
Permit Application Fee	\$ 200.00
Grand Total	\$ 9,869.54

REIMBURSABLE EXPENSES
SCHEDA ECOLOGICAL ASSOCIATES, INC.

Jog Road Connector
Proposal No. 1690.20.P

Prepared by: Sandy Scheda
 Checked by: IMR

Date: March 9, 2010
 Date:

Material (Estimated):

In-House Plots 20 Sheets x \$ 3.57 = \$ 71.40
 (aerials, plans, etc) **\$ 71.40**

Data (Est.): FIRST SEARCH
 FNAI Data Search
 Title Searches

each = \$ -
 each = \$ 300.00
\$ 300.00

Reproduction (Estimated)

	<u>24 x 36</u>	<u>Xerox</u>	<u>11x17</u>	<u>8 1/2x11</u>
Reports			<u>Color</u>	<u>Color</u>
	<u> </u>	<u>500</u>	<u>100</u>	
Total Sheets	<u>0</u>	<u>500</u>	<u>100</u>	
Cost Per Sheet		<u>1000</u>	<u>200</u>	<u>0</u>
TOTALS	<u>\$ -</u>	<u>\$ 0.15</u>	<u>\$ 2.48</u>	<u>\$ 1.25</u>
		<u>\$ 150.00</u>	<u>\$ 498.00</u>	<u>\$ -</u>
			\$ 646.00	

SHIPPING (Estimated)

Monthly Charge 18 mth(s) x \$ 10.00 each ✓ = \$ 180.00
 Express Mail (letter package) 6 pkgs x \$ 15.00 each ✓ = \$ 90.00
\$ 270.00

MISCELLANEOUS EXPENSES (ESTIMATED):

Field Equipment:

GPS Backpack 4 days x \$ 50.00 day ✓ = \$ 200.00

\$ 200.00

TOTAL REIMBURSABLE EXPENSES (ESTIMATED):

\$ 1,487.40

REIMBURSABLE EXPENSES (OPTIONAL SERVICES)
SCHEDA ECOLOGICAL ASSOCIATES, INC.

Jog Road Connector
Proposal No. 1690.20.P

Prepared by: Sandy Scheda
 Checked by: IMR

Date: March 9, 2010
 Date:

Material (Estimated):

In-House Plots 2 Sheets x \$ 3.57 = \$ 7.14
 (aerials, plans, etc) **\$ 7.14**

Data (Est.):

FIRST SEARCH each = \$ -
 FNAI Data Search each = \$ 300.00
 Title Searches **\$ 300.00**

Reproduction (Estimated):

	<u>24 x 36</u>	<u>Xerox</u>	<u>11x17</u>	<u>8 1/2x11</u>
Reports		100	Color 5	Color
Total Sheets	<u>0</u>	<u>100</u>	<u>5</u>	<u>0</u>
Cost Per Sheet		\$ 0.15	\$ 2.48	\$ 1.25
TOTALS	\$ -	\$ 15.00	\$ 12.40	\$ -

\$ 27.40

SHIPPING (ESTIMATED):

Express Mail (letter package) 1 pkgs x \$ 15.00 each = \$ 15.00
\$ 15.00

MISCELLANEOUS EXPENSES (ESTIMATED):

Field Equipment:

GPS Backpack 2 days x \$ 50.00 day = \$ 100.00
\$ 100.00

TOTAL REIMBURSABLE EXPENSES (ESTIMATED):

\$ 449.54

LAST DEVENPORT, INC.

JOG ROAD EXTENSION
PBC PROJECT NO. 2009500
WGI PROJECT NO. 2009965.00
LDI PROJECT NO. 09-019

	Project Manager		Engineer		Senior CADD Tech		Notes	Total Staff Hours	Salary Cost by Activity
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate			
A. Signing and Pavement Marking Plans									
1. Cover Sheet	2	\$ 46.20	4	\$ 34.65	10	\$ 23.50		16	\$ 466.00
2. General Notes	2	\$ 46.20	2	\$ 34.65	2	\$ 23.50		6	\$ 208.70
3. Plan View	18	\$ 46.20	64	\$ 34.65	110	\$ 23.50	6 double plan view sheets	192	\$ 5,634.20
4. Quantity Sheet	6	\$ 46.20	18	\$ 34.65	16	\$ 23.50		40	\$ 1,276.90
5. PBC Coordination	8	\$ 46.20	8	\$ 34.65	0	\$ 23.50	meetings including minutes	16	\$ 646.80
6. FDOT Coordination	8	\$ 46.20	8	\$ 34.65	0	\$ 23.50	meetings including minutes	16	\$ 646.80
Subtotal	44		104		138			286	\$ 8,879.40

2,032.80 63,603.60 3,243

SALARY RELATED COSTS:	\$	8,879.40
OVERHEAD:	166.00%	\$ 14,739.80
SUBTOTAL:		\$ 23,619.20
OPERATING MARGIN:	12.00%	\$ 2,834.30
TOTAL LUMP SUM:		\$ 26,453.50
REIMBURSABLE EXPENSES:		\$ 399.00
TOTAL LAST DEVENPORT FEE		\$ 26,852.50

** 2.979% multiplier*

**JOG ROAD EXTENSION
FROM SR 710 (BEELINE HIGHWAY) TO NORTHLAKE BOULEVARD**

Reimbursable Expense Summary

LAST DEVENPORT, INC.
901 NORTHPOINT PARKWAY, SUITE 120
WEST PALM BEACH, FL 33407-1953
(561) 615-6567

Date: March 10, 2010
PBC No: 2009500
WGI No: 20910965.00

COPIES (11"x17")					
AGENCY	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Palm Beach County - Roadway	5	22	110	5	550
Palm Beach County - Traffic (Incl. in Roadway)	5	22	110	5	550
Utility Coordination (Initial)	0	0	0	0	0
Utility Coordination (Final)	0	0	0	0	0
SFWMD	0	0	0	0	0
Florida's Turnpike Enterprise (FTE)	0	0	0	0	0
NPBCID	0	0	0	0	0
FDOT - District IV	0	0	0	0	0
REIMBURSABLE EXPENSES:					
PRICE PER SHEET					1100
TOTAL COST FOR COPIES					\$0.30
					\$330.00

COPIES (8-1/2"x 11")					
ELEMENT	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Miscellaneous Correspondence	1	92	92	5	460
Reports	0	0	0	0	0
Design Notebook	0	0	0	0	0
TOTAL SHEETS					460
PRICE PER SHEET					\$0.15
TOTAL COST FOR COPIES					\$69.00

REIMBURSABLE EXPENSE TOTAL	\$399.00
-----------------------------------	-----------------

PINDER TROUTMAN CONSULTING, INC.



Transportation Consultants

5114 Okeechobee Boulevard, Suite 210
West Palm Beach, FL 33417-4504
(561) 296-9698 Fax (561) 296-9699
www.pindertroutman.com
Certificate of Authorization Number: 7989

**SCOPE OF SERVICES – TRAFFIC ENGINEERING SERVICES
JOG ROAD EXTENSION – SR 710/BEELINE TO NORTHLAKE BOULEVARD
#PTC09-068**

TASK 1 - TRAFFIC VOLUME / MODELING ANALYSIS

- ❖ Obtain appropriate 2030 model from the MPO.
- ❖ Complete two model runs with and without Jog Road extension to Northlake Boulevard.
- ❖ Conduct daily roadway link level of service (LOS) analysis comparisons for the following:
 - Northlake Boulevard from Beeline Highway to Military Trail
 - PGA Boulevard from Beeline Highway to Military Trail
 - Blue Heron Boulevard from Beeline Highway to I-95
 - Beeline Highway from PGA Boulevard to Military Trail
 - Jog Road from PGA Boulevard to 45th Street
 - Turnpike from PGA Boulevard to Okeechobee Boulevard
- ❖ Develop turn percentages for the following three intersections based on the 2030 model with the Jog Road extension to Northlake Boulevard:
 - Jog Road / SR 710
 - Jog Road / Turnpike Connector Road
 - Jog Road / Northlake Boulevard
- ❖ Develop peak hour factors based on review of FDOT data and local count data.
- ❖ Apply turn percentages and peak hour factors to daily model volumes to project peak hour volumes.

TASK 2 - INTERSECTION ANALYSIS

Conduct intersection capacity analyses, based on 2030 peak hour volumes for the following:

- ❖ Jog Road / SR 710
- ❖ Jog Road / Turnpike Connector Road
- ❖ Jog Road / Northlake Boulevard

Intersection capacity analyses shall include:

- ❖ AM and PM peak hour analyses using both Critical Movement Analyses and Highway Capacity Manual Operational Analyses
- ❖ Optimized signal timing per County approved methodologies
- ❖ Queuing analyses and storage length requirements for turn lanes



**SCOPE OF SERVICES – TRAFFIC ENGINEERING SERVICES
JOG ROAD EXTENSION – SR 710/BEELINE TO NORTHLAKE BOULEVARD
#PTC09-068**

- ❖ Up to three optional lane geometrics shall be analyzed for each intersection
- ❖ For Jog Road / Turnpike Connector intersection, also run unsignalized intersection analysis
- ❖ Provide report and graphics documenting results of the traffic study.

TASK 3A - TRAFFIC SIGNAL DESIGN – NORTHLAKE BLVD. AND JOG ROAD//RYDER CUP BLVD.

Assist in the development of signal plans for a mast arm signal in accordance with applicable Palm Beach County and Florida Department of Transportation (FDOT) standards and guidelines.

This task includes one field review of the intersection to verify base map conditions. The following items will be provided by PTC:

- ❖ Preferred mast arm locations
- ❖ Number and size of mast arms
- ❖ Signal head placement and type
- ❖ Preferred controller cabinet location
- ❖ Phasing diagram
- ❖ Recommended signs and locations
- ❖ Recommended roadway striping
- ❖ Preferred signal conduit locations
- ❖ Generalized signal interconnect placement

Items not included in this scope that are to be provided by others include:

- ❖ Development of roadway base plans
- ❖ Surveys
- ❖ Utility locations/coordination
- ❖ Soil borings
- ❖ Soft digs
- ❖ Autocad / microstation drawings
- ❖ Permitting
- ❖ Summary of quantities
- ❖ Signing/sealing of plans

**TASK 3B - TRAFFIC SIGNAL DESIGN – JOG ROAD AND TURNPIKE CONNECTOR ROAD
(OPTIONAL)**

* This optional task has the same scope as Task 3A.

**Palm Beach County
Roadway Production Division
Estimate of Work Effort and Fee**

Name of Project:
County:
FPN:
FAP No.:

Jog Road Extension - PBC Project No. 2009500
Palm Beach County

Consult. Name: Pinder Troutman Consulting, Inc.
Consult. No. PTC09-068
Date: 2/19/2010
Estimator: rjm

Staff Classification	Senior	Project Manager					SH By Activity	Salary Cost By Activity	Average Rate Per Task
Task	\$60.00	\$48.20							
1. Traffic Volume / Modeling Analysis									
a. Obtain 2030 Model	2						2	\$120	\$60.00
b. Conduct Model Runs	32						32	\$1,920	\$60.00
c. Conduct Daily LOS Analysis		10					10	\$482	\$48.20
d. Develop Turn Percentages	14	4					18	\$1,033	\$57.38
e. Develop Peak Hour Factors		2					2	\$96	\$48.20
f. Project Peak Hour Volumes		8					8	\$386	\$48.20
2. Intersection Analysis									
a. Critical Movement Analysis		4					4	\$193	\$48.20
b. HCM Operational Analysis	8						8	\$480	\$60.00
c. Optimize Timing / Lane Geometrics	4						4	\$240	\$60.00
d. Queuing Analysis		4					4	\$193	\$48.20
e. Unsignalized Intersection Analysis		4					4	\$193	\$48.20
d. Prepare Report	2						2	\$120	\$60.00
3. Traffic Signal Design									
A. Northlake Blvd and Jog Rd	56						56	\$3,360	\$60.00
Total Staff Hours	✓ 118	✓ 36					✓ 154		
Total Staff Cost	✓ \$7,080.00	✓ \$1,735.20					✓ \$8,815.20		✓ \$57.24

✓ * 2.99% multiplier

TOTAL ACTIVITY COSTS:		✓ \$8,815.20
OVERHEAD:	167.857%	✓ \$14,796.93
SUBTOTAL:		✓ \$23,612.13
OPERATING MARGIN:	12.00%	✓ \$2,833.46
TOTAL BASIC SERVICES (LS)		✓ \$26,445.59
REIMBURSABLE EXPENSES:		\$0.00
SUBTOTAL ESTIMATED FEE:		\$26,445.59
Optional Services- Task 3B-Jog Rd & Turnpike Connector Rd Signal Design (Includes overhead and operating margin)		✓ \$8,639.99
GRAND TOTAL ESTIMATED FEE:		✓ \$35,085.58

BRIDGE DESIGN ASSOCIATES

BRIDGE DESIGN ASSOCIATES, INC.



BRIAN C. RHEAULT, P.E.
President

November 6, 2009

The Wantman Group
2035 Vista Parkway, Suite 100
West Palm Beach, Florida 33411

ATTENTION: Gary Williams, P.E.

REGARDING: Jog Road Extension (SR 710/Beeline to Northlake Blvd.)
Mast Arms

Dear Gary:

Pursuant to your request, Bridge Design Associates, Inc. can provide the required structural design and analysis for the proposed mast arms at the above referenced project site. Our fees are based on two different configurations per mast arm.

The attached Exhibit "A" is an approximate manhour breakdown of tasks with commensurate fees.

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

Respectfully,

BRIDGE DESIGN ASSOCIATES, INC.



Brian C. Rheault, P.E.
President

BCR:kedS:\2009-Jobs\Proposals\Jog Road Extension\Correspondence\PROPOSAL 11-06-09.wpd

BRIDGE DESIGN ASSOCIATES, INC.
 JOG ROAD EXTENSION (SR 710/BEE LINE TO NORTHLAKE BLVD.)

November 6, 2009
 HOURLY BREAKDOWN OF SERVICES
 EXHIBIT "A"

ACTIVITY	CHIEF ENGINEER	SENIOR ENGINEER	ENGINEER INTERN	ENGINEER TECHNICIAN	CAD TECHNICIAN	TOTAL HOURS BY ACTIVITY	LABOR COST BY ACTIVITY
	\$195.00	\$150.00	\$75.00	\$66.00	\$83.00		
Coordinate and Review Soils Report	1.0					1.0	\$195.00
Coordination meeting with Civil	1.0					1.0	\$195.00
Analysis (two runs per pole)		2.0	8.0			10.0	\$900.00
Complete Tables & Charts		2.0				2.0	\$300.00
Draft Tables & Charts					3.0	3.0	\$279.00
TOTAL MAN-HOURS	✓ 2.0	✓ 4.0	✓ 8.0	0.0	✓ 3.0	✓ 17.0	
DIRECT LABOR COST	✓ \$390.00	✓ \$900.00	✓ \$600.00	\$0.00	✓ \$279.00		✓ \$1,869.00

SUBTOTAL
 X 7 MAST ARMS
 ✓ \$13,083.00

*3.0% multiplier

Client#: 5436

WANTGRO3

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2009

PRODUCER ISU Suncoast Insurance Assoc P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200		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.	
INSURED Wantman Group, Inc. 2035 Vista Parkway Suite 100 West Palm Beach, FL 33411-2719		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: XL Specialty Insurance Company	37885
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

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

PERM ADD'L LTD. COV.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS <input type="checkbox"/> OTI-PPR <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	DPR9680370	07/01/09	07/01/10	\$1,000,000 per claim \$4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Professional Liability is written on a claims made and reported basis.
 For all projects in Palm Beach County
 Professional Liability Retroactive Date is 07/01/1991

CERTIFICATE HOLDER

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

CANCELLATION 10 Days for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD CERTIFICATE OF LIABILITY INSURANCE

Cert ID 63449

DATE (MM/DD/YYYY)
10/20/2009

PRODUCER
Wells Fargo Ins Services Southeast, Inc.
2054 Vista Parkway
West Palm Beach FL 33411-2718
(561) 655-5500 (561) 655-5509

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.

INSURED
Wantman Group, Inc.
2035 Vista Parkway, Suite 100
West Palm Beach FL 33411

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FFVA Mutual Ins Co	10385
INSURER B: Sentinel Insurance Company, Lt	11000
INSURER C: Commerce & Industry Insurance	19410
INSURER D: Old Dominion Insurance Company	
INSURER E:	

COVERAGES

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

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insured GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	BPG0294B Per Loc Aggregate	10/18/2009	10/18/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	210WELJB0871	10/10/2009	10/10/2010
	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
C	<input checked="" type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	EB0066694315	10/18/2009	10/18/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCB40-0022764-2009A	9/18/2009	9/18/2010	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GENERAL LIABILITY:
Includes Blanket Additional Insureds when required by written contract including completed operations, Broad Form Property Damage, Contractual Liability.


CANCELLATION:

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE 

DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
10/20/2009

CERTIFICATE HOLDER:

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

INSURED:

Wantman Group, Inc.
2035 Vista Parkway, Suite 100
West Palm Beach FL 33411

DESCRIPTION OF OPERATIONS CONTINUED:

The companies will not allow us to strike the words "endeavor to" and "But failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" from the cancellation clause shown on the certificate.

10 days notice of cancellation shall apply in the event of nonpayment of policy premiums. Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees and Agents are included as "additional insureds" with respects to the General Liability and Auto Liability, for all projects in Palm Beach County

