







ATTACHMENT 2

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

This is an Agreement made as of \_\_\_\_\_, 2011 between Palm Beach County, Florida (COUNTY) and Greenhorne & O'Mara, Inc. (CONSULTANT), an engineering firm having an office and a place of business at 3223 Commerce Place, Suite 100, West Palm Beach, Florida 33407, and having Federal Tax I.D. #52-0818093. The COUNTY intends to improve the interchange for Donald Ross Road and I-95 Interchange Modifications, Project No. 2010502 (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 \$383,679.20 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 \$62,332.54 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 \$29,548.80 without additional authorization from the COUNTY.

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

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

5.2. Payments

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

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

5.3. **Other Provisions Concerning Payments**

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

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

5.4. **Definitions**

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

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

**SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST**

6.1. **Opinions of Cost**

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

**SECTION 7 - GENERAL CONSIDERATION**

7.1. **Termination**

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

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



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

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

## 7.2. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

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

7.2.5. 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, 3<sup>rd</sup> 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 30.0% for this Project.

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

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

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

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

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

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

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

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

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

7.9. **Personnel**

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

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

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

7.10. **Availability of Funds**

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

7.11. **Conflict of Interest**

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

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

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

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

7.12. **Independent Contractor Relationship**

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

7.13. **Access and Audits**

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

7.14. **Severability**

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

7.15. **Entirety of Contractual Agreement**

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

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

7.16. **Office of the Inspector General**

Palm Beach County has established the Office of the Inspector General, Ordinance R2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit,

investigate, monitor, and inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including allowing access to records relating to Bid or any resulting contract.

#### **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, familial status, sexual orientation, and gender identity and expression.

**SECTION 13 - AUTHORITY TO PRACTICE**

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



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:

CONSULTANT:  
Greenhorne & O'Mara, Inc.



BY: \_\_\_\_\_  
Karen T. Marcus, Chair

BY: [Signature]  
Martin Marquez, P.E., Design Manager  
Joseph R. Amy, Sr. Vice President, CFO

SEAL

CORPORATE SEAL



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

ATTEST WITNESS:

BY: \_\_\_\_\_  
(Deputy Clerk)

BY: A. LOE WATTS III  
(Print Name)

[Signature]  
(Signature)

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Judith A. Towne  
(Print Name)

BY: [Signature]

[Signature]  
(Signature)

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
Assistant County Attorney

**EXHIBIT "A"**

**Palm Beach County  
Roadway Production Division**

**Donald Ross Road and I-95 Interchange  
Modifications  
Scope and Fee Proposal**

**Palm Beach County Project Number  
2010502**

**Greenhorne & O'Mara, Inc.**  
Consulting Engineers

**ADDRESS:  
3223 Commerce Place, Suite 100  
West Palm Beach, FL 33407**

**TELEPHONE:  
(561) 686-7707**

**CONTACT AND EMAIL:  
Martin Marquez, P.E.  
[mmarquez@g-and-o.com](mailto:mmarquez@g-and-o.com)**

**December 22, 2010**

*ok for  
proceeding  
with  
1/4/10*

*#B/K*

**(EXHIBIT "A")**

**SCOPE of SERVICES**

For

**Donald Ross Road and I-95 Interchange Modifications**

Palm Beach County Project No. 2010502

**INTRODUCTION**

Greenhorne & O'Mara, Inc. (G&O) will provide professional engineering services to Palm Beach County (the County) in connection with the I-95 Donald Ross Rd. Interchange Improvements project. The improvements will involve the widening of Donald Ross Rd. to accommodate additional traffic generated by the development of the Scripps Florida Phase II DRI. The improvements will require the widening of Donald Ross Road as well as 3 of the 4 ramps currently under construction by FDOT project No.406870-2. The ramps include the I-95 SB On-Ramp, the I 95 SB Off-Ramp, and the I-95 NB Off-Ramp. The overall interchange performance and level of service anticipated as a result of the proposed improvements will be supported by a traffic report (IOAR/IMR) to be approved by FDOT and FHWA. The construction documents will be prepared in accordance with the latest Palm Beach County Thoroughfare Road design procedures 2006, Greenbook and FDOT 2010 Design Standards.

Greenhorne & O'Mara, Inc. will provide the following basic services:

- A. **BASIC SERVICES SUMMARY**
  - 1. **Roadway Analysis Phase I**
    - a. Roadway Plans Phase I
  - 2. **Roadway Analysis Phase II**
    - a. Roadway Plans Phase II
    - b. Drainage Design
    - c. Utilities
    - d. Permitting
    - e. Signing and Pavement Marking Plans
    - f. Signalization Plans
    - g. Traffic Analysis
    - h. Traffic Control plans (MOT)
    - i. Agency Coordination
    - j. Design Survey
- B. **REIMBURSABLE EXPENSES SUMMARY**
  - 1. Reproduction
  - 2. Geotechnical Services
- C. **OPTIONAL SERVICES**
  - 1. Bidding Assistance
  - 2. Post Design Services
- A. **BASIC SERVICES**

- 1. **Roadway Analysis Phase I**

G&O will prepare roadway improvements to address the widening requirements for Donald Ross Road and the I-95 SB on ramp, I-95 SB off ramp and I-95 NB off ramp. An Interchange layout identifying all proposed improvements will be presented to FDOT Interchange Review Committee. We will demonstrate the I-95 SB on ramp widening does not impact the gore areas and will require the preparation of an IOAR.

**a. Roadway Plans Phase I**

G&O will prepare preliminary roadway plans to present to FDOT Interchange Review Committee to support Interchange Improvement concept and the preparation of an IOAR.

**2. Roadway Analysis Phase II**

Upon approval of Phase I, G&O will design roadway improvements to address the widening requirements for Donald Ross Rd. and the I-95 SB On-Ramp, I-95 SB Off-Ramp and I-95 NB Off-Ramp. These efforts will require the preparation of Typical Section Packages, Pavement Design Packages, and Design and Variance Packages (if needed) for approval by FDOT and FHWA. G&O will also prepare Horizontal/Vertical Master Design Files for submittal in accordance with the County's and FDOT's requirements. A Design Report will also be prepared that will include all design notes, data, and calculations to document all design conclusions reached during the development of the plans.

The Consultant shall receive written county authorization before beginning Phase II. Phase II may be subject to revisions based on FDOT comments during Phase I.

**a. Roadway Plans II**

Upon approval of the Interchange Improvement Concept, G&O will prepare Roadway, Drainage, Traffic Control, and Utility Adjustment Sheets as needed for the contractor to build the project, and for the County to ensure that the project is built as designed and to specifications.

**b. Drainage Design**

G&O will be responsible for designing a drainage and stormwater management system that will provide for the collection, treatment and attenuation of additional runoff generated by the improvements. The drainage and stormwater management system proposed will not require any additional right-of-way, either for FDOT or the County.

**c. Utilities**

G&O will support the County in all utility coordination efforts.

**d. Permitting**

G&O shall provide the necessary services to obtain permits or necessary authorization to perform the intended work from the following agencies:

- South Florida Water Management District
- Briger Tract Representatives
- Northern Palm beach County Improvement District
- Florida Turnpike Enterprise
- Florida Department of Transportation
- Town of Jupiter
- Northern Palm Beach Heights Water Control District

In addition, G&O will notify the County in advance of all scheduled meetings with any of the above agencies to allow a representative to attend. G&O will also take and prepare meeting minutes for distribution for all permit related meetings. G&O will conduct an Environmental Programmatic Check List Review of the project as required by FDOT and FHWA.

**e. Signing and Pavement Marking Plans**

G&O will prepare a complete set of Signing and Marking Plans in accordance with the Department's Plans Preparation Manual except as required by the County and authorized by FDOT along Donald Ross Road.

**f. Signalization Plans**

Greenhorne & O'Mara will revise the signalization plans currently under construction according to the project required geometric changes and the projected traffic demands. Existing Mast Arm signal poles are expected to remain, and an evaluation for additional signal heads will be coordinated with Palm Beach County Traffic Department. Loop detectors will be replaced with video detection in all four ramps.

**g. Traffic Analysis**

RJ Behar & Company, Inc. (RJB) will lead all traffic engineering effort required by this project. RJB will use the DRI 2028 traffic projections to evaluate the interchange performance and overall level of service, this evaluation will help identify the project needs and proposed improvements. In addition, RJB will lead the effort in preparing the Traffic report (IOAR, IMR) needed to obtain project approval from FDOT and FHWA.

**h. Traffic Control Plans**

G&O will prepare Traffic Control Plans for this project in accordance with MUTCD and FDOT Standards.

**i. Agency Coordination**

In addition to all coordination required by permitting agencies and utility owners, significant coordination will be required with FDOT and FHWA in order to prepare construction plans and supporting traffic report (IOAR/IMR) and expedite project approval from those agencies, meetings will be scheduled regularly with both agencies to ascertain progress and minimize schedule impacts.

**j. Design Survey**

G&O will provide all design survey needed for the project. G&O will recover and set if needed horizontal and vertical control for the design survey and future construction. G&O will resurvey providing Planimetrics and DTM for the following areas:

- a. I-95 Northbound off Ramp 1,500 feet south of intersection with Donald Ross Road. Coverage will extend from the east edge of ramp pavement to the east right of way. No DTM information is needed on the west side of ramp but planimetrics along the roadway will be provided. Coverage will also extend around the ramp to east bound Donald Ross Road 300 feet on Donald Ross beyond PT for turning lane curve.
- b. I-95 Southbound on ramp 2,000 feet south of intersection with Donald Ross Road. From the east edge of ramp pavement extend coverage 75 feet or to bottom of swale whichever comes first, to the east 2,000 feet south of intersection.
- c. I-95 Southbound off Ramp 1,200 feet north of intersection with Donald Ross Road. Coverage will extend from the east edge of pavement to swale between the ramp and mainline.
- d. Donald Ross will be resurveyed from the east side of the Turnpike Bridge to 1,000 feet east of the intersection of I-95 and the Donald Ross Road. From the Turnpike Bridge to 1,000 feet east of the I-95, Donald Ross Road interchange the coverage will be 25 foot beyond edge of the shoulder or to the centerline of the swale. Planimetrics coverage will extend to the right of way lines. From the end of the 1,000 feet east of the interchange the coverage will be from north back-of-curb to the south back-of-curb to Heights Blvd.
- e. Triangular infield areas bordering Donald Ross and between the ramps will also be resurveyed.

**Donald Ross Design Services**

Palm Beach County Project No. 2010502

December 22, 2010

G&O will complete field checks on the remainder of the DTM from the survey completed for the Donald Ross combining them with this survey to complete the DTM to the right of ways for both I-95 and Donald Ross Road in the project area.

Information will be provided to G&O roadway department in Microstation files in a compatible version. The signing surveyor will provide a certified surveyor's report of the survey.

**B. REIMBURSABLE EXPENSES**

**1. Reproduction**

Greenhorne and O'Mara, Inc. will provide 3 sets of B size (11"x17") Xerox copies for each phase submittal to the county and 2 sets of copies to FDOT for review. In addition, G&O will provide plans to all 10 utility owners twice during the project and will provide plans to all 8 permitting agencies at least twice during the project duration.

Upon final submittal, a maximum of 30 sets of 11"x 17" construction plan sets shall be provided to the County, along with all digital files for the project.

**2. Geotechnical Services**

G&O will secure the services of Tierra Inc. a DBE Geotechnical Engineering firm; to provide geotechnical investigations should additional information be needed besides the geotechnical reports already prepared for FM 406870-2.

**C. OPTIONAL SERVICES**

**Bidding Assistance (LA)**

Once the project has been advertise for construction, G&O will provide bidding assistance to the County by responding to questions from different contractors asking for clarification and plans interpretation.

**Post Design Services (LA)**

Greenhorne & O'Mara, Inc. will provide PBC with Post Design Services, by responding to requests for additional information, reviewing shop drawings, attending meetings, resolving construction issues, and revising plans as needed.

# EXHIBIT "B"



ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project  
County  
PIN  
SAP No.

Donald Ross Road Interchange Improvements  
Palm Beach  
2010502

Consultant Name  
Consultant No.  
Date  
Estimator

Greenhome & O'Mara, Inc.  
2772011  
Mami Marrero

Staff Classification	Total Staff Hours From Firm	Project Manager	Chief Engineer	Sr. Project Engineer	Project Engineer	Engineer Intern	Cadd Technician						SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$50.00	\$57.00	\$41.00	\$39.50	\$30.00	\$26.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis Phase I	206	20	31	54	56	32	13	0	0	0	0	0	206	\$8,998	\$42.22
5. Roadway Plans Phase I	97	10	10	18	20	39	0	0	0	0	0	0	97	\$3,968	\$39.86
6. Roadway Analysis Phase II	592	50	100	142	180	70	50	0	0	0	0	0	592	\$25,057	\$42.33
7. Roadway Plans Phase II	641	40	69	132	160	190	60	0	0	0	0	0	641	\$25,055	\$39.08
8. Drainage Analysis	167	20	27	50	0	50	20	0	0	0	0	0	167	\$6,819	\$40.83
9. Utilities	44	4	0	0	14	20	0	0	0	0	0	0	44	\$1,735	\$39.43
10. Environmental Permits, Compliance & Clearances	218	40	42	48	48	40	0	0	0	0	0	0	218	\$4,858	\$45.22
11. Structures - Misc. Tasks, Dwg. Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Mobile Span	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Structures - Miscellaneous	54	3	8	11	14	18	4	0	0	0	0	0	54	\$2,112	\$39.11
21. Signing & Pavement Marking Analysis	111	8	17	18	30	30	8	0	0	0	0	0	111	\$4,484	\$40.40
22. Signing & Pavement Marking Plans	95	1	18	0	18	40	18	0	0	0	0	0	95	\$3,474	\$36.57
23. Signalization Analysis	139	6	12	30	30	53	8	0	0	0	0	0	139	\$5,281	\$37.85
24. Signalization Plans	53	3	8	12	18	18	0	0	0	0	0	0	53	\$2,128	\$40.11
25. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	<b>2,417</b>	<b>205</b>	<b>344</b>	<b>515</b>	<b>508</b>	<b>580</b>	<b>181</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2,417</b>	<b>\$88,546.88</b>	<b>\$46.77</b>
<b>Total Staff Cost</b>		<b>\$12,300.00</b>	<b>\$19,808.00</b>	<b>\$21,115.00</b>	<b>\$23,147.00</b>	<b>\$17,580.00</b>	<b>\$4,798.50</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$88,546.88</b>	<b>\$46.77</b>

Check = \$88,546.88

**BASIC SERVICES**

Greenhome & O'Mara, Inc. Design	✓		\$88,546.88
OVERHEAD:	✓	170.250%	\$167,775.42
SUB TOTAL SALARY RELATED COST:	✓		\$266,321.82
OPERATING MARGIN:	✓	11.00%	\$29,295.41
<b>Total G&amp;O Design Basic Services</b>			<b>\$295,617.33</b>
R.J. Behar & Associates, Inc.	✓		\$20,457.05
ICAR Phase 1a	✓		\$12,080.52
ICAR Phase 1b	✓		\$55,524.30
ICAR Phase 2	✓		\$88,001.87
<b>Total Behar Basic Services</b>			<b>\$383,679.20</b>
<b>Total of Basic Services</b>			<b>\$679,296.53</b>

→ 3.0% markup

**REIMBURSABLE SERVICES**

Greenhome & O'Mara, Inc. Survey	✓		
Field	✓	5 Days 1-man crew da	\$1,124.82
	✓	16 Days 2-man crew da	\$880.00
	✓	3 Days 1-man crew da	\$1,500.00
Office	✓		\$13,839.04
<b>Total G&amp;O Survey Reimbursable Services</b>			<b>\$37,733.14</b>
G&O Expenses	✓		\$8,985.40
Tierra South Florida Inc. - Geotechnical (Subconsultant)	✓		\$15,810.00
<b>Total Reimbursable Services</b>			<b>\$62,528.54</b>

**OPTIONAL SERVICES**

Bidding Assistance	✓		\$4,924.80
Post Design Services - RFI's	✓		\$24,324.00
<b>Total Optional Services</b>			<b>\$29,248.80</b>

**TOTAL AMOUNT OF CONTRACT**

\$475,560.54

**Project Activity 4: Roadway Analysis Phase I**

Estimator:

Donald Ross Road Interchange Improvements  
2010502

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	12	12	Typical Section Pckg is a separate submittal to be approved by FDOT.
4.2	Pavement Design Package	LS	1	0	0	
4.3	Access Management	LS	1	0	0	
4.4	Horizontal/Vertical Master Design Files	LS	1	120	120	These hours are for design analysis not plans.
4.5	Cross Section Design Files	LS	1	24	24	These hours are for design analysis not plans.
4.6	Traffic Control Analysis (MOT)	LS	1	0	0	Level II indicates FDOT requires level of detail.
4.7	Master TCP Design Files (MOT)	LS	1	0	0	
4.8	Design Variations and Exceptions	LS	1	0	0	None Expected
4.9	Design Report	LS	1	12	12	
4.10	Computation Book & Quantities	LS	1	0	0	
4.11	Cost Estimate	LS	1	0	0	
4.12	Technical Special Provisions	LS	1	0	0	
4.13	Other Roadway Analysis	LS	1	0	0	
<b>Roadway Analysis Technical Subtotal</b>					<b>168</b>	
4.14	Field Reviews	LS	1	8	8	3 x 2 people x 4 hrs=
4.15	Technical Meetings	EA	1	20	20	Meetings are listed below
4.16	Quality Assurance/Quality Control	LS	%	0%	0	
4.17	Independent Peer Review	LS	%	0%	0	
4.18	Supervision	LS	%	0%	0	
<b>Roadway Analysis Nontechnical Subtotal</b>					<b>28</b>	
4.19	Coordination	LS	%	5%	10	
<b>4. Roadway Analysis Phase I Total</b>					<b>206</b>	

**Project Activity 5: Roadway Plans Phase I**

Estimator:

Donald Ross Road Interchange Improvements  
2010502

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	8	1	8	
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	0	
5.3	Drainage Map		Sheet	0	0	0	0	
5.4	Interchange Drainage Map		Sheet	0	0	0	0	
5.5	Typical Section Sheets		Each	6	4	0	24	2/Ramp x 3 ramps + 3 typ Donald Ross= 9
5.6	General Notes/Pay Item Notes		Sheet	0	0	0	0	
5.7	Summary of Quantities		Sheet	0	0	0	0	
5.8	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.10	Summary of Drainage Structures		Sheet	0	0	0	0	
5.11	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.12	Project Layout		Sheet	1	8	1	8	This is required for interchange geometric layout.
5.13	Plan/Profile Sheet		Sheet	0	0	0	0	
5.14	Profile Sheet		Sheet	0	0	0	0	
5.15	Plan Sheet		Sheet	13	3	13	39	4 SB on ramp + 2 NB off + 2 SB off + 5 Donald Ross = 13 Sheets
5.16	Special Profile		Sheet	0	0	0	0	
5.17	Back of Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.18	Interchange Layout Sheet		Sheet	1	10	1	10	Shows sheet layout at Interchange.
5.19	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	It's reqd to identify survey & alignments ties as well as project orientation.

**Project Activity 5: Roadway Plans Phase I**

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.20	Intersection Layout Details		Sheet	2	4	2	8	Require at Ramp Ties to Donald Ross Road
5.21	Miscellaneous Detail Sheets		Sheet	0	0	0	0	
5.22	Drainage Structure Sheet (Per Structure)		EA	0	0		0	
5.23	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	
5.24	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.25	Lateral Ditch Cross Sections		EA	0	0		0	
5.26	Retention/Detention Ponds Detail Sheet		Sheet	0	0	0	0	
5.27	Retention Pond Cross Sections		EA	0	0		0	
5.28	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.29	Roadway Soil Survey Sheet		Sheet	0	0	0	0	
5.30	Cross Sections		EA	0	0		0	
5.31	Traffic Control Plan Sheets (MOT)		Sheet	0	0	0	0	
5.32	Traffic Control Cross Section Sheets MOT		EA	0	0		0	
5.33	Traffic Control Detail Sheets (MOT)		Sheet	0	0	0	0	
5.34	Utility Adjustment Sheets		Sheet	0	0	0	0	
5.35	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.36	Erosion Control Plan		Sheet	0	0	0	0	
3.00	SWPPP		Sheet	0	0	0	0	
5.38	Project Control Network Sheet		Sheet	0	0	0	0	Required for Survey Control (FDOT)
5.39	Environmental Detail Sheets		LS	0	0		0	
5.40	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
<b>Roadway Plans Phase I Subtotal</b>						<b>18</b>	<b>97</b>	

**Project Activity 5: Roadway Plans Phase I**

<b>Task No.</b>	<b>Task</b>	<b>Scale</b>	<b>Units</b>	<b>No. of Units</b>	<b>Hours/ Unit</b>	<b>No. of Sheets</b>	<b>Total Hours</b>	<b>Comments</b>
5.41	Quality Assurance/Quality Control		LS	%	0%		0	
5.42	Supervision		LS	%	0%		0	
<b>5. Roadway Plans Phase I Total</b>						<b>18</b>	<b>97</b>	

**Project Activity 6: Roadway Analysis Phase II**

Estimator:

Donald Ross Road Interchange Improvements  
2010502

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Typical Section Package	LS	1	28	28	Typical Section Pckg is a separate submittal to be approved by FDOT.
6.2	Pavement Design Package	LS	1	64	64	40+3 x 8 = 64 Req'd by FDOT (Super Pave)
6.3	Access Management	LS	1	0	0	
6.4	Horizontal/Vertical Master Design Files	LS	1	120	120	These hours are for design analysis not plans.
6.5	Cross Section Design Files	LS	1	56	56	These hours are for design analysis not plans.
6.6	Traffic Control Analysis (MOT)	LS	1	32	32	Level II indicates FDOT requires level of detail.
6.7	Master TCP Design Files (MOT)	LS	1	120	120	
6.8	Design Variations and Exceptions	LS	1	0	0	None Expected
6.9	Design Report	LS	1	28	28	
6.10	Computation Book & Quantities	LS	1	40	40	
6.11	Cost Estimate	LS	1	16	16	8+2 @ 4 Hrs/each = 16 hours
6.12	Technical Special Provisions	LS	1	0	0	
6.13	Other Roadway Analysis	LS	1	0	0	
<b>Roadway Analysis Phase II Technical Subtotal</b>					<b>504</b>	
6.14	Field Reviews	LS	1	16	16	3 x 2 people x 4 hrs=
6.15	Technical Meetings	EA	1	44	44	Meetings are listed below
6.16	Quality Assurance/Quality Control	LS	%	0%	0	
6.17	Independent Peer Review	LS	%	0%	0	
6.18	Supervision	LS	%	0%	0	
<b>Roadway Analysis Phase II Nontechnical Subtotal</b>					<b>60</b>	
6.19	Coordination	LS	%	5%	28	
<b>6. Roadway Analysis Phase II Total</b>					<b>592</b>	

**Project Activity 7: Roadway Plans Phase II**

Estimator:

Donald Ross Road Interchange Improvements  
2010502

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
7.1	Key Sheet		Sheet	0	0	0	0	
7.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	0	
7.3	Drainage Map		Sheet	2	12	2	24	1" = 200'
7.4	Interchange Drainage Map		Sheet	0	0	0	0	
7.5	Typical Section Sheets		Each	6	4	0	24	2/Ramp x 3 ramps + 3 typ Donald Ross= 9
7.6	General Notes/Pay Item Notes		Sheet	1	10	1	10	
7.7	Summary of Quantities		Sheet	2	16	2	32	
7.8	Box Culvert Data Sheet		Sheet	0	0	0	0	
7.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
7.10	Summary of Drainage Structures		Sheet	1	12	1	12	
7.11	Optional Pipe/Culvert Material		Sheet	1	4	1	4	
7.12	Project Layout		Sheet	0	0	0	0	
7.13	Plan/Profile Sheet		Sheet	0	0	0	0	
7.14	Profile Sheet		Sheet	13	6	13	78	4 SB on ramp + 2 NB off + 2 SB off + 5 Donald Ross = 13 Sheets
7.15	Plan Sheet		Sheet	13	3	13	39	4 SB on ramp + 2 NB off + 2 SB off + 5 Donald Ross = 13 Sheets
7.16	Special Profile		Sheet	0	0	0	0	
7.17	Back of Sidewalk Profile Sheet		Sheet	0	0	0	0	
7.18	Interchange Layout Sheet		Sheet	1	10	1	10	Shows sheet layout at Interchange.
7.19	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	It's reqd to identify survey & alignments ties as well as project orientation.
7.20	Intersection Layout Details		Sheet	2	4	2	8	Require at Ramp Ties to Donald Ross Road

**Project Activity 7: Roadway Plans Phase II**

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
7.21	Miscellaneous Detail Sheets		Sheet	0	0	0	0	
7.22	Drainage Structure Sheet (Per Structure)		EA	3	4		12	
7.23	Miscellaneous Drainage Detail Sheets		Sheet	1	18	1	18	Outfall structure detail, table of outfall structures, ditch block details. Rip rap/erosion control detail at outfall structures. Special inlet top to avoid utility conflict.
7.24	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
7.25	Lateral Ditch Cross Sections		EA	0	0		0	
7.26	Retention/Detention Ponds Detail Sheet		Sheet	0	0	0	0	
7.27	Retention Pond Cross Sections		EA	0	0		0	
7.28	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
7.29	Roadway Soil Survey Sheet		Sheet	1	1	1	1	
7.30	Cross Sections		EA	59	0.5		30	18 SB on ramp + 7 NB off + 7 SB off + 27 Donald Ross = 59 each
7.31	Traffic Control Plan Sheets (MOT)		Sheet	45	6	45	270	4 SB on ramp + 2 NB off + 2SB off + 5 Donald Ross = 13 sheets x 3 phases + 6 typs = 45
7.32	Traffic Control Cross Section Sheets MOT		EA	0	0		0	
7.33	Traffic Control Detail Sheets (MOT)		Sheet	2	6	2	12	
7.34	Utility Adjustment Sheets		Sheet	1	4	1	4	
7.35	Selective Clearing and Grubbing		Sheet	0	0	0	0	4 SB on ramp + 2 NB off + 2 SB off + 5 Donald Ross = 13 sheets
7.36	Erosion Control Plan		Sheet	13	4	13	52	
7.37	SWPPP		Sheet	0	0	0	0	
7.38	Project Control Network Sheet		Sheet	1	1	1	1	Required for Survey Control (FDOT)



**Project Activity 7: Roadway Plans Phase II**

<b>Task No.</b>	<b>Task</b>	<b>Scale</b>	<b>Units</b>	<b>No. of Units</b>	<b>Hours/ Unit</b>	<b>No. of Sheets</b>	<b>Total Hours</b>	<b>Comments</b>
7.39	Environmental Detail Sheets		LS	0	0		0	
7.40	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	
<b>Roadway Plans Technical Subtotal</b>						<b>100</b>	<b>641</b>	
7.41	Quality Assurance/Quality Control		LS	%	0%		0	
7.42	Supervision		LS	%	0%		0	
<b>7. Roadway Plans Phase II Total</b>						<b>100</b>	<b>641</b>	

**Project Activity 8: Drainage Analysis**

Estimator:

Donald Ross Road Interchange Improvements  
2010502

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
8.1	Determine Base Clearance Water Elevation	Per Location	1	4	4	
8.2	Pond Siting Analysis and Report	Per Basin	0	0	0	
8.3	Design of Cross Drains	EA	1	6	6	
8.4	Design of Roadway Ditches	Per Ditch Mile	1	10	10	
8.5	Design of Outfalls	EA	2	6	12	
8.6	Design of Stormwater Management Facility (Offsite Pond)	EA	0	0	0	
8.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)	Per System	2	20	40	
8.8	Design of Flood Plain Compensation Area	Per Encroachment	0	0	0	
8.9	Design of Storm Drains	EA	3	3	9	Includes inlets, manholes, etc. needed to modify the exists drainage system.
8.10	Optional Culvert Material	LS	1	8	8	Standard sheet required by FDOT.
8.11	French Drain Systems	Per 1000 Feet of French Drain	0	0	0	
8.12	Drainage Wells	EA	0	0	0	
8.13	Drainage Design Documentation Report	LS	1	24	24	
8.14	Bridge Hydraulic Report	EA	0	0	0	
8.15	Temporary Drainage Analysis	LS	1	16	16	Required by FDOT for MOT.
8.16	Cost Estimate	LS	1	0	0	
8.17	Technical Special Provisions	LS	1	0	0	
8.18	Other Drainage Analysis	LS	1	4	4	special detail for utility conflict inlet w offset throat -

**Project Activity 8: Drainage Analysis**

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
<b>Drainage Analysis Technical Subtotal</b>					<b>133</b>	
8.19	Field Reviews	LS	1	4	4	
8.20	Technical Meetings	LS	1	30	30	Meetings are listed below
8.21	Quality Assurance/Quality Control	LS	%	0%	0	
8.22	Independent Peer Review	LS	%	0%	0	
8.23	Supervision	LS	%	0%	0	
<b>Drainage Analysis Nontechnical Subtotal</b>					<b>34</b>	
8.24	Coordination	LS	%	0%	0	
<b>6. Drainage Analysis Total</b>					<b>167</b>	

**Project Activity 9: Utilities**

Estimator:

Donald Ross Road Interchange Improvements

2010502

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
9.1	Kickoff Meeting	LS	1	0	0	
9.2	Identify Existing UAO(s)	LS	13	1	13	There are 13 utility owners we coordinated with during the original design.
9.3	Make Utility Contacts	LS	1	0	0	
9.4	Exception Coordination	LS	0	0	0	
9.5	Preliminary Utility Meeting	LS	1	4	4	2 people x2 hrs
9.6	Individual/Field Meetings	LS	0	0	0	
9.7	Collect and Review Plans and Data from UAO(s)	LS	15	1	15	
9.8	Subordination of Easements Coordination	LS	1	0	0	
9.9	Utility Design Meeting	LS	3	4	12	2 people x 2 hrs
9.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	0	0	0	
9.11	Utility Coordination/Followup	LS	0	1	0	
9.12	Utility Constructability Review	LS	0	0	0	
9.13	Additional Utility Services	LS	1	0	0	
9.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
9.15	Contract Plans to UAO(s)	LS	13	0	0	
9.16	Certification/Close-Out	LS	13	0	0	
9.17	Other Utilities	LS	1	0	0	
<b>9. Utilities Total</b>					<b>44</b>	

**Project Activity 10: Environmental Permits**

Estimator:  
Updated 080818

Donald Ross Road Interchange Improvements  
2010502

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
10.1	Preliminary Project Research	LS	1	17	17	
10.2	Complete Permit Involvement Form	LS	1	6	6	Letter to FDOT summarizing all drainage system, permitting agencies & requirements.
10.3	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
10.4	Agency Verification of Wetland Data	LS	1	0	0	
10.5	Complete And Submit All Required Permit Applications	EA	5	22	110	Turnpike, SFWMD, FDOT, NPBWCD, NPBCID
10.6	Prepare Dredge and Fill Sketches	LS	1	0	0	
10.7	Prepare USCG Permit Sketches	LS	1	0	0	
10.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	
10.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
10.10	Prepare Tree Permit Information	LS	1	0	0	
10.11	Mitigation Coordination and Meetings	LS	1	0	0	
10.12	Mitigation Design	LS	1	0	0	
10.13	Environmental Clearances and Technical Support	LS	1	0	0	
10.14	Environmental Clearances and Reevaluations	LS	1	9	9	Required by FDOT.
10.15	Other Environmental Permits	LS	1	0	0	
<b>Environmental Permits, Compliance and Clearances Technical Subtotal</b>					<b>142</b>	
10.16	Technical Meetings	LS	1	66	66	Meetings are listed below
10.17	Quality Assurance/Quality Control	LS	%	0%	0	
10.18	Supervision	LS	%	0%	0	
<b>Environmental Permits, Compliance and Clearances Nontechnical Subtotal</b>					<b>66</b>	
10.19	Coordination	LS	%	5%	10	
<b>10. Environmental Permits, Compliance and Clearances Total</b>					<b>218</b>	

**Project Activity 20: Miscellaneous Structures**

Estimator:

Donald Ross Road Interchange Improvements  
2010502

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>Concrete Box Culvert</b>							
20.1	Concrete Box Culverts	EA	0	0	0	0	
20.2	Concrete Box Culverts Extensions	EA Extension	0	0	0	0	
<b>Strain Poles</b>							
20.3	Steel Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
20.4	Concrete Strain Poles	Initial Config	0	0	0	0	
		EA Add'l Config	0	0	0	0	
<b>Mast Arms</b>							
20.5	Mast Arms	EA Pole	4	13.5		54	
<b>Overhead/Cantilever Sign Structures</b>							
20.6	Cantilever Sign Structures	EA Design	0	0	0	0	
20.7	Overhead Span Sign Structures	EA Design	0	0	0	0	
20.8	Special (Long Span) Overhead Sign Structures	EA Design	0	0	0	0	
20.9	Monotube Overhead Sign Structure	EA Design	0	0	0	0	
20.10	Bridge Mounted Signs (Attached to Superstr.)	EA Design	0	0	0	0	
<b>High Mast Lighting</b>							
20.11	High Mast Lighting Structures	EA Design	0	0	0	0	
<b>Sound Barrier Walls (Ground Mount)</b>							
20.12	Horizontal Wall Geometry	EA Wall	0	0	0	0	
20.13	Vertical Wall Geometry	EA Wall	0	0	0	0	
20.14	Summary of Quantities - Aesthetic Requirements	Sheet	0	0	0	0	
20.15	Control Drawings	Sheet	0	0	0	0	
20.16	Design for Wall Height Covered by Standards	EA Design	0	0	0	0	

**Project Activity 20: Miscellaneous Structures**

20.17	Design for Wall Height Not Covered by Standards	EA Design	0	0	0	0	
20.18	Aesthetic Details	LS	1	0	1	0	
<b>Special Structures</b>							
20.19	Fender System	LS	1	0		0	
20.20	Fender System Access	LS	1	0		0	
20.21	Special Structures	LS	1	0		0	
20.22	Other Structures	LS	1	0		0	
<b>20. Structures - Miscellaneous Total</b>			<b>1</b>			<b>54</b>	

**Project Activity 21: Signing and Pavement Marking Analysis**

Estimator:

Donald Ross Road Interchange Improvements  
2010502

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Analysis	LS	1	0	0	
21.2	No Passing Zone Study	LS	1	0	0	
21.3	Reference and Master Design File	LS	1	40	40	
21.4	Multi-Post Sign Support Calculations	EA	1	0	0	
21.5	Sign Panel Design Analysis	EA	1	4	4	
21.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
21.7	Quantities	LS	1	24	24	
21.8	Computation Book	LS	1	0	0	
21.9	Cost Estimate	LS	1	12	12	3 updates x 4 hrs = 12
21.10	Technical Special Provisions	LS	1	0	0	
21.11	Other Signing and Pavement Marking	LS	1	0	0	
<b>Signing and Pavement Marking Analysis Technical Subtotal</b>					<b>80</b>	
21.12	Field Reviews	LS	2	4	8	2 reviews x 2 people x 2 hrs
21.13	Technical Meetings	EA	3	6	18	Meetings are listed below
21.14	Quality Assurance/Quality Control	LS	%	0%	0	
21.15	Independent Peer Review	LS	%	0%	0	
21.16	Supervision	LS	%	0%	0	
<b>Signing and Pavement Marking Analysis Nontechnical Subtotal</b>					<b>26</b>	
21.17	Coordination	LS	%	5%	5	
<b>21. Signing and Pavement Marking Analysis Total</b>					<b>✓ 111</b>	



**Project Activity 22: Signing and Pavement Marking Plans**

Estimator:

Donald Ross Road Interchange Improvements  
2010502

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	1	5	1	5	
22.2	Summary of Pay Items Including CES Input		LS	1	0		0	
22.3	Tabulation of Quantities		Sheet	1	18	1	18	2 sheets (12 hrs + 6hrs)
22.4	General Notes/Pay Item Notes		Sheet	1	5	1	5	
22.5	Project Layout		Sheet	0	0	0	0	
22.6	Plan Sheet		Sheet	13	4	13	52	
22.7	Typical Details		EA	2	6		12	
22.8	Guide Sign Worksheet(s)		EA	1	3		3	
22.9	Traffic Monitoring Site		EA	0	0		0	
22.10	Cross Sections		EA	1	0		0	Need Section at Signals.
22.11	Special Service Point Details		EA	0	0		0	
22.12	Special Details		LS	1	0		0	
22.13	Interim Standards		LS	1	0		0	
<b>22. Signing and Pavement Marking Plans Technical Subtotal</b>						<b>16</b>	<b>95</b>	
22.14	Quality Assurance/Quality Control		LS	%	0%		0	
22.15	Supervision		LS	%	0%		0	
<b>20. Signing and Pavement Marking Plans Total</b>						<b>16</b>	<b>95</b>	

**Project Activity 23: Signalization Analysis**

Estimator:

Donald Ross Road Interchange Improvements  
2010502

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Traffic Data Collection	LS	1	0	0	
23.2	Traffic Data Analysis	LS	0	0	0	
23.3	Signal Warrant Study					
23.4	System Timings	LS	1	13	13	2 Intersections
23.5	Reference and master Signalization Design File	PI	2	38	76	2 Intersections
23.6	Reference and master Signalization Design File	LS	1	0	0	
23.7	Overhead Street Name Sign Design	EA	0	0	0	
23.8	Pole Elevation Analysis	LS	1	0	0	
23.9	Traffic Signal Operation Report	LS	1	0		
23.10	Quantities	LS	1	17	17	
23.11	Cost Estimate	LS	1	0	0	
23.12	Technical Special Provisions	LS	1	0	0	
23.13	Other Signalization Analysis	LS	1	0	0	
<b>Signalization SubTotal</b>					<b>106</b>	
23.14	Field Review					
23.15	Technical Meetings	LS	1	20	20	Meetings are listed below
23.16	Quality Assurance/Quality Control	LS	%	5%	5	
23.17	Independent Peer Review	LS	%	0%	0	
23.18	Supervision	LS	%	5%	5	
					<b>30</b>	
23.19	Coordination	LS	%	3%	3	
<b>23. Signalization Total</b>					<b>139</b>	

**Project Activity 24: Signalization Plans**

Estimator:

Donald Ross Road Interchange Improvements  
2010502

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
24.1	Key Sheet		Sheet	1	2	1	2	
24.2	Summary of Pay Items Including CES Input		Sheet	0	0	0	0	
24.3	Tabulation of Quantities		Sheet	1	6	1	6	
24.4	General Notes/Pay Item Notes		Sheet	1	5	1	5	
24.5	Plan Sheet		Sheet	2	4	2	8	2 intersections; 1 intersection per sheet
24.6	Interconnect Plans		Sheet	0	0	0	0	
24.7	Traffic Monitoring Site		EA	0	0		0	
24.8	Guide Sign Worksheet		EA	0	0		0	
24.9	Special Details		Sheet	1	7	1	7	For video detection
24.10	Special Service Point Details		EA	2	6		12	For video detection upgrade
24.11	Mast Arm/Monotube Tabulation Sheet		PI	0	0		0	
24.12	Strain Pole Schedule		PI	0	0		0	
24.13	TCP Signal (Temporary)		EA	0	0		0	
24.14	Temporary Detection Sheet		PI	0	0		0	
24.15	Utility Conflict Sheet		Sheet	0	0	1	9	
24.16	Interim Standards		LS	1	0		0	
<b>Signalization Plans Technical Subtotal</b>						<b>7</b>	<b>49</b>	
24.17	Quality Assurance/Quality Control		LS	%	5%		2	
24.18	Supervision		LS	%	5%		2	
<b>24. Signalization Plans Total</b>						<b>7</b>	<b>53</b>	

**Project Activity: Optional Services**

Estimator:

Donald Ross Road Interchange Improvements  
2010502

Task No.	Task	Units	No. of Units	Hours/ Unit	Total Hours	Comments
OS.1	Bidding Assistance	LS	1	40	40	at \$41.04/Hr x 3.0 multiplier = \$123.12 * 40/hrs = \$4,924.80
OS.2	Post Design Services - RFI's	LS	50	4	200	at \$41.04/Hr x 3.0 multiplier = \$123.12 * 200/hrs = \$24,624.00
<b>Intelligent Transportation System Plans Technical Subtotal</b>					<b>240</b>	
		LS	%	0%	0	
		LS	%	0%	0	
<b>34. Intelligent Transportation System Plans Total</b>					<b>240</b>	

ESTIMATE OF WORK EFFORT AND COST CONSULTANT

Name of Project: 195 and Donald Ross Interchange Improvements Project  
 County: Palm Beach  
 FPN: 0  
 FAP No: 1/0/1900

Consult Name: Greenhorne & O'Mara Inc.  
 Consult No: N/A  
 Date: 2/7/2011  
 Estimator: John Adler

Staff Classification	Total Staff Hours From SH Summary	Senior Surveyor	Surveyor and Mapper	Surveyor Technician	CADD/Comp. Tech	Admin	Staff Classification 5	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
27 Survey	101	4	43	50	0	4	0	0	0	0	0	0	0	101	\$11,388.52	\$112.76
29 Mapping	23	1	5	6	7	4	0	2	0	0	0	0	0	23	\$2,144.52	\$93.24
<b>Total Staff Hours</b>	124	5	48	56	7	8	0	2	0	0	0	0	0	124		
<b>Total Staff Cost</b>		\$890.00	\$6,240.00	\$5,800.00	\$630.00	\$173.04	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$13,533.04	\$109.14

SALARY RELATED COSTS:			✓	\$13,533.04
OVERHEAD				\$0.00
OPERATING MARGIN				\$0.00
EXPENSES:				\$0.00
<b>SUBTOTAL:</b>			✓	\$13,533.04
Survey (Field)	16	2-man crew	\$ 890.00 / day	✓ \$14,080.00
	5	3-man crew	\$ 1,124.82 / day	✓ \$5,624.10
Utility crew	3	4-man crew	\$ 1,500.00 / day	✓ \$4,500.00
<b>SUBTOTAL ESTIMATED FEE:</b>			✓	\$24,204.10
Optional Services				\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>			✓	\$37,737.14

MISCELLANEOUS OUT-OF-POCKET EXPENSES

Project Description: Donald Ross Road & I-95 Interchange Modifications

Date: 11/30/10

PBC Project No. 2010502

<b>Permit Fees</b>	
ST WMD	\$1,500.00
NPBCID	\$1,150.00
FI Turnpike	\$0.00
FDOT	\$0.00
Town of Jupiter	\$1,000.00
NPBHWCD	\$1,000.00
<b>PERMIT TOTALS:</b> \$4,650.00	

REPRODUCTION

Plan Sheets	Color	Copies 11 x 17	Xerox Copies (11"x17")	Sheets Reports	Xerox Copies (8.5"x11")	Xerox Copies (11"x17")
<b>ROADWAY PLANS</b>						
Permit Plans (6 sets)	60	0	360	0	0	0
Phase I Plans(7 sets)	212	0	1484	0	0	0
Phase II Plans(7 sets)	212	0	1484	0	0	0
Phase III Plans(7 sets)	212	0	1484	0	0	0
Phase IV Plans(7 sets)	212	0	1484	0	0	0
Final Plans( 33 sets)	212	0	6996	0	0	0
Utility Contacts(13 sets)	212	0	2756	0	0	0
S&PM Included in RD/WY	0	0	0	0	0	0
Working Copies (20%)	0	0	3210	0	0	0
<b>R/W MAPPING</b>						
30% Maps	0	0	0	0	0	0
50% Maps	0	0	0	0	0	0
90% Maps	0	0	0	0	0	0
100% Maps	0	0	0	0	0	0
<b>WORKING COPIES</b>						
<b>UNIT TOTALS:</b>			19258			
<b>UNIT COSTS:</b>		\$1.00	\$0.20			
<b>TOTAL COSTS:</b>		\$0.00	\$3,851.60			
				<b>Public Involve Handouts</b>	0	0
				<b>ENGRG REPORTS</b>		
				Pavement Design Report (2)	38	76
				Typical Section/Variations (2)	11	22
				RRR Report (15 copies)		0
				Drainage Report (2)	20	40
				Comp. Book (2 copies)	50	100
				Design Documentation (2)	50	100
					0	0
				<b>ENVIR REPORTS</b>		
				Permit Applications	0	0
				Permit Sketches	0	0
				Contamination Report	0	0
				Biological Assess	0	0
				Others:	0	0
				<b>UNIT TOTALS:</b>		338
				<b>UNIT COSTS:</b>	\$0.10	\$0.20
				<b>TOTAL COSTS:</b>	\$33.80	\$0.00
				<b>REPRODUCTION TOTALS:</b> \$3,885.40		

MONTHLY SHIPPING COSTS

Shipping Costs: 18 months x \$25.00 = \$450.00

MISCELLANEOUS PUBLIC INVOLVEMENT COSTS

Public Advertisement	0	days	\$0.00	per day (2"x6.5")	=	\$0.00
Postage	0	each x	\$0.34		=	\$0.00
Facility Rental	0	days	\$0.00	per day	=	\$0.00
Court Report	0	hrs	\$0.00	per hour	=	\$0.00

TOTAL MISC. PUBLIC INVOLVEMENT COSTS: \$0.00

TOTAL OUT-OF-POCKET EXPENSES: \$8,985.40

## **SCOPE OF SERVICES**

**For**

### **INTERCHANGE OPERATIONAL ANALYSIS REPORT (IOAR)**

**Donald Ross Road and I-95 Interchange  
Palm Beach County Project No. 2010502**

#### **INTRODUCTION**

R.J. Behar and Company, Inc. (RJ Behar) will provide professional traffic engineering services to Palm Beach County in connection with the I-95 / Donald Ross Rd. Interchange Improvements project. The improvements will involve the widening of Donald Ross Rd. to accommodate additional traffic generated by the development of the Scripps Florida Phase II DRI. The improvements will require the widening of Donald Ross Road as well as 3 out of the 4 ramps currently under construction by the Florida Department of Transportation (FDOT) project No.406870-2: I-95 SB On Ramp, I-95 SB Off Ramp, and I-95 NB On Ramp.

#### **PURPOSE**

RJ Behar will develop an Interchange Operational Analysis Report (IOAR) for I-95 at Donald Ross Road to assess the existing (year 2010) and future traffic operations of the interchange and develop improvement recommendations to address identified deficiencies. The study will cover a No-Build scenario and up to three (3) alternative improvement scenarios, including a Transportation System Management (TSM) alternative for the following years: 2018, 2023 and 2028.

**The study effort will be carried out in two phases. Phase 1a** entails the initial analysis and coordination with FDOT's District Four Interchange Review Committee (DIRC) to justify and obtain their approval to proceed in the development of an IOAR. Upon approval by the DIRC, Phase 1b will be initiated. **Phase 1b** involves the preparation and submission of the Methodology Letter of Understanding (MLOU) to the FDOT and the Federal Highway Administration (FHWA) for their review and approval.

**Phase 2** will be optional and will build upon the results of Phase 1a and Phase 1b and proceeds to develop the full IOAR to conform to FDOT and FHWA procedures and guidelines.

#### **STUDY AREA**

The study area includes the two signalized intersections west and east of the I-95 / Donald Ross Interchange and the intersection of Donald Ross Rd with Heights Blvd east of the interchange. The study will include the appropriate ramps within the subject interchange.

## STUDY TASKS – PHASE 1a

### Task 1 Data Collection

- a. RJ Behar will use previously collected 4-hours intersection turning movement vehicular counts (TMCs) from 7 AM to 9 AM and from 4 PM to 6 PM at the intersections indicated below. New AM and PM peak-hours counts will be collected on typical commuting workdays (Tuesday, Wednesday or Thursday) and including pedestrians, bicycles and trucks.

1. Donald Ross Rd / I-95 Interchange west intersection on and off ramps
2. Donald Ross Rd / I-95 Interchange east intersection on and off ramps.

- b. Future years traffic volume data (years 2018, 2023 and 2028) will be obtained from the Scripps Development of Regional Impact (DRI) document.
- c. Additional traffic volume data, including vehicle classifications, will be obtained from the FDOT (main line and ramps on I-95) and Palm Beach County traffic data sources.

**(Task 1d crash data will be performed in Phase 2)**

- e. Obtain existing traffic signal timing data and field verify.

### Task 2 Field Review

Field reviews of the study roadways and intersections will be conducted by qualified personnel during the analysis peak hours covering two different days. Additional field reviews may be necessary to observe and document traffic conditions unique to the study area. The purpose of these field reviews shall be to understand and qualitatively document the existing traffic operations at the study locations given the existing traffic and roadway characteristics.

The reviews will record traffic conditions such as vehicular queue build-up, roadside characteristics, lane utilization (over or under-utilization), bus activity, pedestrian activity, bicycle activity, signal operations, turn restrictions, right turns on red, left turn bay lengths, school zone/speed zone, parking activity, physical conditions, and other relevant characteristics.

Existing operating conditions only at the southbound (SB) on-ramp to I-95 will be observed in the field and a qualitative description will be provided.

In addition to providing an understanding of the existing traffic operations on the study roadways, these field reviews shall also provide a basis for validation of the existing conditions traffic analysis results using software tools.

**(Tasks 3a- aerial sketches and 4 - MLOU will be performed under Phase 1b).  
(Task 3b – line diagrams will be performed in Phase 2)**



### **Task 5 Existing Conditions Analysis**

Perform a detailed roadway capacity / level-of-service (LOS) analysis of the intersections reflected by Task 1a for the AM and PM peak hours given the current conditions.

Procedures outlined in the most current available approved version of the Highway Capacity Manual / Software will be used to determine the operational levels of service for the various components of the interchange.

a. **Signalized Intersection Analysis**

A detailed AM and PM peak hour capacity/LOS analysis will be performed for the above referenced 2 intersections. The analysis will be conducted using the most current available approved version of the Highway Capacity Manual (HCM) / Software and/or Synchro 7. The reported results will include LOS by intersection approach, entire intersection including vehicular delays, vehicular queues, and volume-to-capacity ratios.

**(Task 1b – weaving will be performed under Task 2 field reviews)**

**(Tasks 1c- queuing and 1e - interchange analyses will be performed under Phase 2)**

d. **Ramp Analysis**

Freeway On-Ramp (merge) analysis will be performed only at the southbound (SB) entrance ramp with SB I-95 for the selected AM peak hour and PM peak hour. Analyses will be performed using HCS+ software based on the methodology of the HCM.

**(Tasks 6, 7 and 8 will be performed under Phase 2)**

### **Task 9 Future Conditions Analysis**

RJ Behar will perform a detailed capacity/LOS analysis of the two intersections and one ramp for the AM and PM peak hours for the above specified future years (2018, 2023 & 2028). The analysis will include a future No-Build scenario and one alternative scenario. As specified in task 1b, future year traffic volumes from the Scripps DRI will be used.

Procedures outlined in the most current available approved version of the Highway Capacity Manual / Software will be used to determine the operational levels of service for the various components of the interchange.

**For the Phase 1a future year alternative scenario use the proposed number of lanes and lane designations as contained in the Scripps / Briger DRI traffic impact analysis report dated and revised 5-15-09. This alternative scenario is reflected by the attached aerial and schematic diagram titled: "Donald Ross Road & I-95 Interchange Modifications Palm Beach County Project No. 2010502" and made part of this scope of services, subject to the following constraint: the maximum number of lanes on Donald Ross Road at the interchange shall be dictated by the number that will be permitted by FDOT/FHWA underneath the existing I-95 bridge structure without having to reconstruct the bridge. To that end, RJ Behar/Greenhorne& O'Mara shall not proceed with this task until they have requested and received approval from FDOT for a typical cross section on Donald Ross Road underneath the existing I-95 bridge structure. Deficiencies if any will be identified and considered in the formulation of future improvement recommendations as applicable.**

a. **Signalized Intersection Analysis**

A detailed AM and PM peak hour capacity/LOS analysis will be performed for the above referenced two intersections. The analysis will be conducted using the most current approved version of the Highway Capacity Manual (HCM) / Software and/or Synchro 7. The reported results will include LOS by intersection approach, entire intersection including vehicular delays vehicular queues, and volume-to-capacity ratios.

**(Task 9 b weaving analysis has been deleted)**

**(Tasks 1c – vehicular queues and 1e – interchange analysis will be performed in Phase 2)**

d. **Ramp Analysis**

Freeway On-Ramp (merge) analysis will be performed only at the SB entrance ramp with SB I-95 for the selected AM peak hour and PM peak hour future year alternative scenarios. Analyses will be performed using HCS+ software based on the methodology of the HCM.

**Task 10 Traffic Report**

A brief summary type report will be prepared containing the results of Phase 1 analyses.

**Task 11 Coordination**

RJ Behar and Greenhorne& O'Mara will hold an initial meeting with FDOT staff to present the proposed alternative scenario and cross section for their review and approval prior to initiating the analysis. The necessary material for this meeting will be supplied by Greenhorne& O'Mara.

During the course of the analysis, RJ Behar will hold one meeting with FDOT staff and two meetings with the DIRC to present the findings of Phase 1a.

**FINAL NOTE:** If additional data collection and analysis tasks are requested beyond the ones specified above, these will be scoped and priced separately.

## **STUDY TASKS – PHASE 1b**

### **Task 3a Aerial Sketches**

#### **Aerial Sketch.**

Obtain an aerial image of the study area and prepare an 11-inch x 17-inch size exhibits to pictorially depict the study area. Add all necessary graphics (street names, major land uses/landmarks, traffic signal locations, lane geometry, etc.) within the study area.

### **Task 4 Methodology Letter of Understanding (MLOU)**

- a. Prepare a Methodology Letter of Understanding (MLOU) document, including revisions outlining the procedures proposed to conduct the I-95 / Donald Ross Rd Interchange Operations Analysis Report (IOAR). This methodology will be presented to the District Interchange Review Committee (DIRC), FHWA for review and approval, and will adhere to the guidelines prescribed in the FDOT's "The Interchange Handbook."
- b. This task entails one meeting with FDOT staff, one meeting with FHWA staff and one meeting with FDOT's DIRC.

## **STUDY TASKS – PHASE 2 – Optional Services.**

**The Consultant shall receive written County authorization before beginning Phase 2. Phase 2 may be subject to revisions based on FDOT comments during Phase 1.**

The following outlines the general assumptions and the tasks necessary to complete this effort.

### **Task 1 Data Collection**

New counts will be collected during typical commuting workdays (Tuesday, Wednesday or Thursday) including pedestrians, bicycles and trucks at the intersection of Donald Rd with Heights Blvd.

- d. Collect the most recent three years of crash data within approximately 500 feet of the eastern and western termini of the interchange along Donald Ross Rd and on I-95 main line within the interchange area.

### **Task 3b - Base Line Diagram**

#### **b Base Line Diagram**

This task allows for preparation of a line diagram, and will be used to depict information developed in other tasks, such as volumes, lanes, and levels of service for use in the technical report and presentations. Specifically, this will not have an aerial background.

### **Task 5 Existing Conditions Analysis**

#### **a. Signalized Intersection Analysis**

A detailed AM and PM peak hour capacity/LOS analysis will be performed for the intersection of Donald Ross Rd with Heights Blvd. The analysis will be conducted using the most current available approved version of the Highway Capacity Manual (HCM) / Software and/or Synchro 7. The reported results will include LOS by intersection approach, entire intersection including vehicular delays, vehicular queues, and volume-to-capacity ratios.

#### **c. Vehicular Queuing Analysis**

One component in determining if an interchange is functioning acceptably is whether or not vehicular queues on the surface roadway extend upstream such that they impede traffic operations at nearby intersections. Another component is to determine if vehicular queues along exit ramps conflict with the freeway main line and if vehicular queues on entrance ramps conflict with vehicles on the surface roadway.

Based in part on the intersection capacity/LOS analysis, a queuing analysis will be performed for each lane group of the west and east intersections within the subject interchange to evaluate and compare against the available vehicle storage distance provided. The standard vehicle length for passenger cars used in the evaluations is assumed to be 25 feet, which includes the length of the vehicle plus a nominal space between queued vehicles. This will also determine if ramps are providing enough storage distance to accommodate vehicular storage without negatively affecting operations and safety. Only one ramp will be analyzed which is the SB on-ramp providing access to SB I-95.

e. **Interchange Capacity Analysis**

A comprehensive microscopic simulation model of the subject interchange and the identified study area will be developed. Using the most current approved version of CORSIM, the model will be calibrated to reflect existing conditions based on collected data using the methodologies outlined in FHWA's *Traffic Analysis Toolbox Volume III: Guidelines for Applying Traffic Microsimulation Modeling Software*.

**Task 6 Crash Analysis**

Review three years of available crash data for locations within the identified study area. The data, which will include the subject interchange mainline immediately upstream and downstream of Donald Ross Road, will be analyzed to assess the frequency of crashes by type, date, time of day and lighting conditions. Also the crash rates at each of the above identified intersections and ramps. It should be noted that the crashes will not be graphically depicted in collision diagrams.

**Task 7 Travel Demand Forecasts**

To accurately assess future year traffic operations at the subject interchange, future year vehicular volumes must be developed. Following standard FDOT District Four methodologies, RJ Behar will prepare these forecasts for review and approval by the FDOT staff prior to proceeding with the analyses based on these volumes.

In addition to a straight-line regression of historical traffic data, vehicular volumes from Palm Beach County Metropolitan Planning Organization (MPO) base year and 2035 Cost Feasible Plan Models will be incorporated into the projection analysis of existing historical traffic data. The base and horizon year models will be reviewed to assess the models performance within the project area. Also the anticipated traffic growth in the area as the result of the Scripps / Briger DRI will be reviewed and compared in order to develop future year AADTs. No transportation model runs will be conducted for this study.

Using FDOT methodology and traffic data base, Design Hour K30, D30 factors and Truck factors, based on current traffic characteristics and acceptable values for arterials and freeways as identified in the Design Traffic Handbook, will be applied to the forecasted AADTs to arrive at the control AM and PM Hourly Volumes. The peak hour turning movement forecasts for the interchange intersections will be smoothed and balanced to within a 10 percent tolerance (unless interchange geometry dictates a smaller tolerance level).

Existing year 2010 and future years (years 2018, 2023 and 2028) forecasts will be developed pursuant to the methodology contained herein. All existing year and future year forecasts will be graphically depicted on line diagrams.

**Task 8 Development of Alternative Build Concepts**

Using a sketch, the proposed improvement alternative concepts will be depicted on aerial photographs. The concept will not be to scale, but rather an approximation of the geometric configuration expected for each alternative to provide a basis to determine the general impact upon the existing right-of-way and adjacent land as applicable. The conceptual sketches will also be utilized in the final report.

The conceptual Build scenarios will be presented to the FDOT's DIRC for review and approval prior to proceeding with the analyses of these scenarios. Developments of cost estimates/order of magnitude costs are not included in this study.

#### **Task 9 Future Conditions Analysis**

RJ Behar will perform a detailed capacity/LOS analysis of the three intersections and one ramp for the AM and PM peak hours for the above specified future years (2018, 2023 & 2028). The analysis will include a future No-Build scenario, a TSM alternative and up to two (2) alternative scenarios, including the Scripps DRI scenario analyzed in Phase 1a.

Procedures outlined in the most current available approved version of the Highway Capacity Manual / Software will be used to determine the operational levels of service for the various components of the interchange.

##### **a. Signalized Intersection Analysis**

A detailed AM and PM peak hour capacity/LOS analysis will be performed for the above referenced 3 intersections. The analysis will be conducted using the most current approved version of the Highway Capacity Manual (HCM) / Software and/or Synchro 7. The reported results will include LOS by intersection approach, entire intersection including vehicular delays vehicular queues, and volume-to-capacity ratios.

##### **b. (Weaving analysis task has been deleted)**

##### **c. Vehicular Queuing Analysis**

One component in determining if an interchange is functioning acceptably is whether or not vehicular queues on the surface roadway extend upstream such that they impede traffic operations at nearby intersections. Another component is to determine if vehicular queues along exit ramps conflict with the freeway main line and if vehicular queues on entrance ramps conflict with vehicles on the surface roadway.

Based in part on the intersection capacity/LOS analyses of the no-build, TSM and the two build alternatives, a queuing analysis will be performed for each lane group of the west and east intersections within the subject interchange to evaluate and compare against the available vehicle storage distance provided or the one that would require meeting the forecasted volumes. The standard vehicle length for passenger cars used in the evaluations is assumed to be 25 feet, which includes the length of the vehicle plus a nominal space between queued vehicles. This will also determine if ramps are providing enough storage distance to accommodate vehicular storage without negatively affecting operations and safety. Only one ramp will be analyzed which is the SB on-ramp providing access to SB I-95.

##### **d. Ramp Analysis**

Freeway On-Ramp (merge) analysis will be performed only at the SB entrance ramp providing access to SB I-95 for the selected AM peak hour and PM peak hour future year alternative scenarios. Analyses will be performed using HCS+ software based on the methodology of the HCM.

##### **e. Interchange Capacity Analysis**

A comprehensive microscopic simulation model of the subject interchange and the identified study alternatives will be developed. Using the most current approved version of CORSIM, the model will

be calibrated to reflect existing conditions based on collected data using the methodologies outlined in FHWA's *Traffic Analysis Toolbox Volume III: Guidelines for Applying Traffic Microsimulation Modeling Software*.

#### **Task 10 Traffic Report**

RJ Behar will prepare a draft report summarizing the above tasks associated with the IOAR to be reviewed by the FDOT staff, DIRC, FHWA and other stakeholders. This task includes preparation of report exhibits and comparison tables, and the provision of five (5) draft copies.

RJ Behar will address the comments provided by the FDOT and FHWA staff and others and produce a final report document. After final acceptance, a CD-ROM with actual documents in MS Word, MS Excel, Graphics, etc, and a PDF file of the complete report will be provided along with five (5) signed and sealed copies of the final report. Appendices would be provided in separate binders, if necessary.

#### **Task 11 Coordination**

RJ Behar will coordinate the development and review of the subject IOAR with staffs from the FDOT, FHWA, Palm Beach County, City of Palm Beach Gardens and elected officials of both Palm Beach County and City of Palm Beach Gardens.

RJ Behar will work diligently in order to obtain approval of the IOAR document by both FDOT and FHWA.

The following meetings for Phase 2 are anticipated and include driving times. Additional meetings and hours beyond the ones shown below are to be priced and invoiced separately.

FDOT staff: 2 meetings

FHWA staff: 2 meetings

FDOT DIRC: 2 meetings

Palm Beach County Staff: 2 meetings

City of Palm Beach Gardens and Palm Beach County councils: 2 meetings

**FINAL NOTE:** If additional data collection and analysis tasks are requested beyond the ones specified above, these will be scoped and priced separately.

ESTIMATE OF WORK EFFORT AND COST - SUB CONSULTANT

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

I-95 / Donald Ross Rd Interchange - INTERCHANGE OPERATIONAL ANALYSIS REPORT (IOAR) PHASE 1a  
PALM BEACH COUNTY

Sub Consultant Name: RJ Behr & Company  
Sub Consultant No.:  
Date: 1/20/2011  
Estimator: RDA

Task Description	PHASE 1a													Staff Hours	Salary	Average
	RJS	RDA	CL	AS										By Activity	Cost By Activity	Rate Per Task
Task 1 Data Collection	\$69.71	\$80.00	\$31.03	\$10.81	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	8	\$88	\$10.81
Task 2 Field Review		8	21											29	\$1,132	\$39.02
Task 3 Baseline Diagram & Aerial Sketch														0	\$0	#DIV/0!
Task 4 MLOU Preparation														0	\$0	#DIV/0!
Task 5 Existing Conditions														0	\$0	#DIV/0!
a. Signalized Intersection Analysis		12	12											24	\$1,082	\$45.52
b. Weaving Analysis														0	\$0	#DIV/0!
c. Queuing Analysis														0	\$0	#DIV/0!
d. Ramp Analysis		1	5											6	\$215	\$35.86
e. Interchange Capacity Analysis														0	\$0	#DIV/0!
Task 6 Crash Analysis														0	\$0	#DIV/0!
Task 7 Travel Demand Forecasts														0	\$0	#DIV/0!
Task 8 Development of Build Concepts														0	\$0	#DIV/0!
Task 9 Future Conditions														0	\$0	#DIV/0!
a. Signalized Intersection Analysis		6	16											24	\$918	\$38.27
b. Weaving Analysis														0	\$0	#DIV/0!
c. Queuing Analysis														0	\$0	#DIV/0!
d. Ramp Analysis		6	6											12	\$546	\$45.52
e. Interchange Capacity Analysis														0	\$0	#DIV/0!
Task 10 Traffic Report		24	8											32	\$1,688	\$52.76
Meetings (Tasks 11a through 11f)		10	10											20	\$910	\$45.52
Quality Assurance / Quality Control	3	5												8	\$368	\$46.00
Supervision														0	\$0	#DIV/0!
Coordination														0	\$0	#DIV/0!
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<b>Total Staff Hours</b>	3	72	80	8	0	0	0	0	0	0	0	0	0	183		
<b>Total Staff Cost</b>	\$208.13	\$4,320.00	\$2,482.40	\$84.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$7,998.41	\$43.54

SALARY RELATED COSTS:  
 OVERHEAD: 142% \$7,098.41  
 OPERATING MARGIN: 35% \$10,078.90  
 TOTAL ESTIMATED FEE: \$26,487.95

Intersection traffic counts (TMCs) 2 locations = \$400 ea  
 TOTAL ESTIMATED FEE: \$26,487.95

2.77% multi plan









June 16, 2010

**GREENHORNE & O'MARA**  
**Mr. Martin E. Marquez, P.E.**  
Director, Southeast Transportation Services  
3223 Commerce Place, Suite 100  
West Palm Beach, Fl. 33407

Re: **Proposal for Soil Survey**  
**Proposed Donald Ross Road Interchange Improvement**  
**Palm Beach County, Florida**  
**TSF Proposal No.: 1006-246**

Dear Martin:

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. Martin Marquez, P.E. of Greenhorne & O'Mara. It is our understanding that the proposed improvement include Southbound On/Off Ramps and Northbound Off Ramp.

#### **PROPOSED SCOPE OF WORK**

All work performed by TSF will be in general accordance with Palm Beach County and FDOT standards. The improvement will include 1,000 feet of Northbound Off ramp, 1,000 feet of Southbound off Ramp and 2,000 feet of Southbound On Ramp. 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 40 borings to a depth of 10 feet.
3. Perform four (4) pavement cores on the ramps and Donald Ross Road.
4. Collect samples for LBR tests
5. Perform laboratory testing.
6. Provide geotechnical recommendations for roadway/embankment.

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, recommendations for embankment construction 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 (attachment) 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.

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.

	Unit	# of Units	Unit Price		Total
<b>I. FIELD INVESTIGATION</b>					
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.	400	\$	12.00	✓ 4,800.00
50 - 100 ft depth	L.F.	0	\$	14.00	0.00
Grout-Seal Boreholes (By Truck-Mounted Equipment)					
0 - 50 ft depth	L.F.	400	\$	5.00	✓ 2,000.00
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	2	\$	800.00	✓ 1,600.00
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	4	\$	85.00	✓ 340.00
Core Machine Rental	Day	1	\$	300.00	✓ 300.00
<b>II. LABORATORY TESTING</b>					
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	0	\$	185.00	\$	0.00
LBR Test	Test	4	\$	300.00	\$	✓ 1,200.00
<b>III. FIELD ENGINEERING AND TECHNICAL SERVICES</b>						
Boring Layout/Utility Coordination						
Sr. Engineering Technician	Hour	8	\$	65.00	\$	✓ 520.00
<b>IIIA. ENGINEERING AND TECHNICAL SERVICES</b>						
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	8	\$	60.00	\$	✓ 480.00
<b>FEE FOR GEOTECHNICAL SERVICES - ROADWAY</b>					<b>\$</b>	<b>✓ 15,610.00</b>

Engineering & Public Works Roadway Production  
**PARTICIPATION FOR MWBE/SBE CONSULTANTS**  
 Contract

02/07/2011

Project Name: Donald Ross Road and I-95 Interchange

Project No.: 2010502

Prime Consultant: Greenhorne & O'Mara, Inc.

Prime Contact Person:

Telephone No.: (561) 686-7707

Resolution Date: 04/05/2011

Res #: R2011-

Department: Engineering & Public Works

Name / Address / Telephone of Minority Sub-Consultant	Type / Description of Work Performed by Sub-Consultant
R.J. Behar & Company, Inc. 12788 FOREST HILL BLVD STE 2003B WELLINGTON, FL 33414 (561) 333-7000	Analyst
Tierra South Florida, Inc. 2765 VISTA PKY STE 9 WEST PALM BEACH, FL 33411 (561) 687-8539	Geotechnical

		Contract Dollar Amount for Sub-Consultant				
		Black	Hispanic	Other	Women	White Male
MWBE		0.00	0.00	0.00	0.00	
	SBE	0.00	88,061.87	0.00	0.00	0.00
MWBE		0.00	0.00	0.00	0.00	
	SBE	0.00	0.00	15,610.00	0.00	0.00
Total MWBE		0.00	0.00	0.00	0.00	
%						
Total SBE		0.00	88,061.87	15,610.00	0.00	0.00
%			18.51	3.28		

Total Contract Amount of Authorization

**475,560.54**



**CERTIFICATE OF INSURANCE**

2/7/2011

Producer:  
Ames & Gough, Inc.  
8300 Greensboro Drive, Suite 980  
McLean, VA 22102  
(703) 827-2277

ZURICH  
ARCHITECTS/ENGINEERS PROFESSIONAL AND  
POLLUTION INCIDENT LIABILITY

To:

**PALM BEACH COUNTY ROADWAY PRODUCTION  
2300 N. JOG ROAD, SUITE 3W-33  
WEST PALM BEACH, FL 33411-2745  
ATTN: MS. JAEANN DEAN**

**RE: G&O CONTRACT/PROPOSAL NO. 180517.BID.0010.000. PROFESSIONAL ENGINEERING  
SERVICES FOR PALM BEACH COUNTY FOR PROJECT #2010502**

As set forth below, the named insured has in force, on the date indicated, a policy of Architects/Engineers Professional And Pollution Incident Liability insurance with a limit of liability of not less than the amount indicated.

This certificate is issued as a matter of information only and confers no rights upon the holder. By its issuance, it does not alter, change, modify or extend the provisions of said policy and does not waive any rights thereunder.

Name of Insured:

**GREENHORNE & O'MARA, INC.**

Policy Period:

**5/25/2010 TO 5/25/2011**

Address of Insured:

**6110 FROST PLACE  
LAUREL, MD 20707**

Limit Of Liability - Per Claim:

**\$1,000,000.00**

Policy Number:

**EOC 9265599-00**

Limit of Liability - Annual Aggregate:

**\$1,000,000.00**

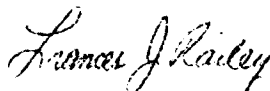
Insurance Company

**ZURICH**

Retroactive Coverage

The policy provides fully retroactive coverage.

AMES & GOUGH  
INSURANCE/RISK MANAGEMENT, INC.



Frances J. Railey, CPCU

#18978



# CERTIFICATE OF LIABILITY INSURANCE

DATE (mm/dd/yyyy)  
02/16/2011

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

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

<b>PRODUCER</b> Riggs, Counselman, Michaels & Downes 555 Fairmount Avenue Towson, MD 21286-5497 (410) 339-7263	<b>CONTACT NAME:</b> Rebecca Gierczak <b>PHONE (A/C, No. Ext.):</b> 410 3395880 1307 <b>FAX (A/C, No.):</b> 410-339-7234 <b>E-MAIL ADDRESS:</b> rgierczak@rcmd.com <b>PRODUCER CUSTOMER ID #:</b> 378
<b>INSURED</b> Greenhome & O'Mara, Inc. 6110 Froot Place Laurel, MD 20707	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> Farmington Casualty Company
	<b>INSURER B:</b> Travelers Property Casualty Company of America
	<b>INSURER C:</b> Charter Oak Fire Insurance Company
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

COVERAGES **CERTIFICATE NUMBER: 390223** **REVISION NUMBER:**

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

TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
<b>C</b> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	6304916L548COF10	7/15/2010	7/15/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
<b>B</b> AUTOMOBILE LIABILITY <input checked="" 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		P8105254L048TIL10	7/15/2010	7/15/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
<b>B</b> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ 10,000 RETENTION \$		CUP5254L189TIL10	7/15/2010	7/15/2011	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ \$
<b>A</b> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	PFU7B4916L44410	7/15/2010	7/15/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Project #180517.BID.0010.000; Professional Engineering Services for Palm Beach County for Project #2010502. Palm beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are hereby added as Add'l Insured under GL on a primary basis as required by written contract.

<b>CERTIFICATE HOLDER</b> Palm Beach County; Roadway Production Division 2300 N. Jog Rd., Ste. 3W-33 West Palm Beach, FL 33411-2745	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Albert R. Counselman</i>
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Greenhome & O'Mara, Inc.  
General Liability  
Policy #6304916L548COF10  
7/15/10 - 7/15/11

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

## BLANKET ADDITIONAL INSURED (CONTRACTORS)

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. WHO IS AN INSURED – (Section II) is amended to include any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:
  - a) Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
  - b) If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.
2. The insurance provided to the additional insured by this endorsement is limited as follows:
  - a) In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III – Limits Of Insurance.
  - b) The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
    - i. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
    - ii. Supervisory, inspection, architectural or engineering activities.
3. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover under this endorsement. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under such "other insurance".
4. As a condition of coverage provided to the additional insured by this endorsement:
  - a) The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
  - ii. The names and addresses of any injured persons and witnesses; and
  - iii. The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b) If a claim is made or "suit" is brought against the additional insured, the additional insured must:
- i. Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.
- The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c) The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d) The additional insured must tender the defense and indemnity of any claim or "suit" to

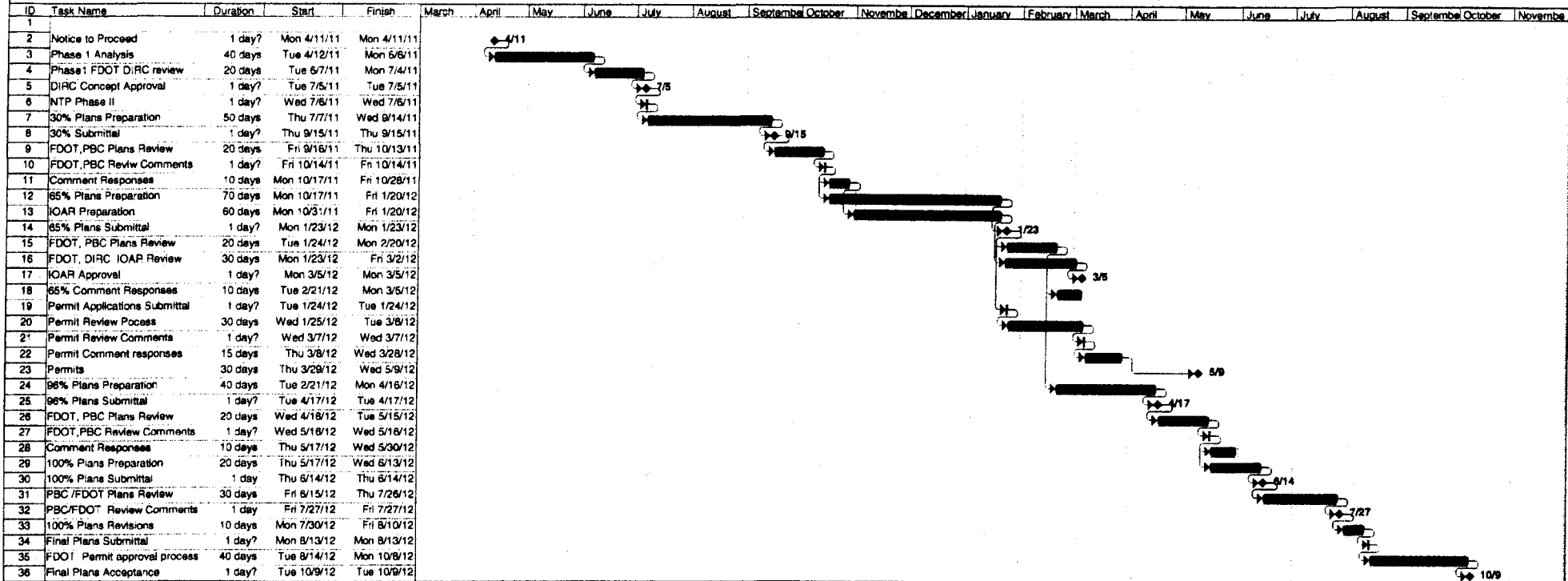
any provider of "other insurance" which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured as described in paragraph 3. above.

5. The following definition is added to SECTION V. - DEFINITIONS:

"Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After the signing and execution of the contract or agreement by you;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

Donald Ross Rd. / I-95 Interchange Improvements  
P.B.C. # 2010502



Project: Donaldrossrd  
Date: Fri 2/18/11

Task: [Solid Bar] Progress [Dashed Bar] Summary [Arrow Bar] External Tasks [Dotted Bar] Deadline [Vertical Line]

Split: [Dotted Line] Milestone: [Diamond] Project Summary: [Arrow Bar] External Milestone: [Diamond]