

Agenda Item #: 3-C-6

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	July 19, 2011	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Department:					
Submitted By:	Engineering & Public Works Department				
Submitted For:	Roadway Production Division				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement in the amount of \$644,235.53 with HSQ Group, Inc., (HSQ) for professional services.

SUMMARY: Approval of this Agreement will provide the professional services necessary for the preparation of design plans and construction bid documents to widen Lyons Road from Lantana Road to Lake Worth Road from two lanes to four lanes, a distance of 2 miles. HSQ is a Palm Beach County company.

Districts 2 and 6 (MRE)

Background and Justification: On July 27, 2010, the Consultant's Competitive Negotiations Act Selection Committee selected HSQ and, in accordance with PPM No. CW-O-048, the Board of County Commissioners (Board) was notified of the selection on August 3, 2010. Palm Beach County now desires HSQ to provide the professional services necessary for the preparation of design plans and construction bid documents for the Lyons Road from Lantana Road to Lake Worth Road project (Project). The Small Business Enterprise (SBE) goal for the Project is 15%. The SBE participation committed for the Project by HSQ is 100.00% overall. The fee, as detailed in Exhibit "B" of the attached Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$435,071.82	(Design, Signal, Bridge & Environmental).
Reimbursable Expenses (Not to Exceed)....	\$106,858.53	(Survey, Permitting, Geotechnical and Reprographics).
Optional Services (Not to Exceed).....	<u>\$102,305.18</u>	(Survey, Signal, Bridge Design, Geotechnical & Environmental).
Total:	<u>\$644,235.53</u>	

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

Attachments:

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

Recommended by: _____

Division Director

Date

Approved By: _____

County Engineer

Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	<u>\$901,941</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$901,941</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes x No _____
Budget Acct No.: Fund 3504 Dept. 361 Unit 1336 Object 6505

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Fund - Zone 4
Lyons Road/Lantana Road to Lake Worth Road

Task Authorization
Basic Services \$435,071.82
Reimbursable Expenses \$106,858.53
Optional Services \$102,305.18
Total Authorization \$644,235.53

Staff Costs
Roadway Production \$128,850.47
Right-of-Way \$ 32,215.00
Engineering Services \$ 32,215.00
Traffic \$ 64,425.00
Total Fiscal Impact \$901,941.00

C. Departmental Fiscal Review:

Alice Koralainen

III. REVIEW COMMENTS

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

[Signature] 6/22/11
OFMB
SN 6/22/11 cc 6/22/11

[Signature] 6/27/11
Contract Dev. and Control
6-27-11 P. Wheeler

B. Approved as to Form and Legal Sufficiency:

[Signature] 6/28/11
Assistant County Attorney

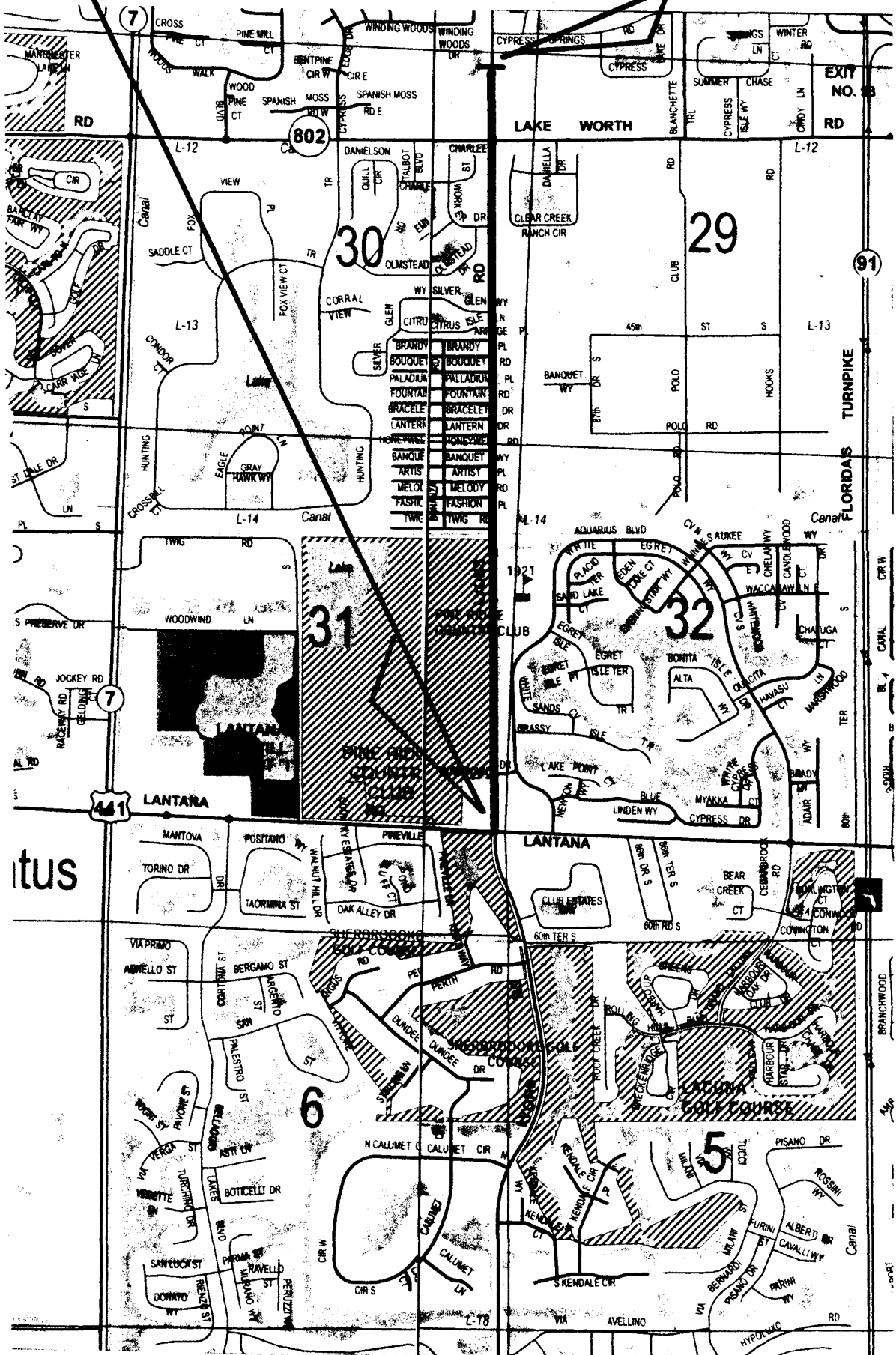
This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

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

**LYONS ROAD
LANTANA ROAD TO LAKE WORTH ROAD
PALM BEACH COUNTY PROJECT NO. 2010504**



LOCATION SKETCH

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 **HSQ Group, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at 1489 West Palmetto Park Road, Suite 340, Boca Raton, Florida 33486, and having Federal Tax I.D. #20-2052928. The COUNTY intends to construct a 4-lane roadway on **Lyons Road from Lantana Road to Lake Worth Road, Project No. 2010504** (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 \$435,071.82 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 \$106,858.53 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 \$102,305.18 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, 3rd Floor
West Palm Beach, FL 33411-2745

7.4.8 Umbrella or Excess Liability

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

7.4.9 Right to Review

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

7.5. Indemnification

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

7.6. Controlling Law and Venue

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

7.7. Successors and Assigns

7.7.1. The COUNTY and the CONSULTANT each binds itself and the partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent or 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 100.0% 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:

BY: _____
Karen T. Marcus, Chair

CONSULTANT:
HSQ Group, Inc.

BY: _____
Nour Shehadeh, P.E., Vice President

SEAL

CORPORATE SEAL



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

ATTEST WITNESS:

BY: Roseann Abrams
(Print Name)

BY: _____
(Deputy Clerk)

Roseann Abrams
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Antonio Quevedo
(Print Name)

BY: Ormelis A Fernandez

[Signature]
(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

EXHIBIT “A”

4/28/11
OK to proceed.
Basher

Lyons Road
(Lantana Road to Lake Worth Road)
2010504

Fee proposal

OK to proceed
4/28/11

Prepared for:
Palm Beach County Roadway Production

Prepared by:



HSQ GROUP, INC.

Consulting Engineers • Planners • Transportation

1489 West Palmetto Park Road, Suite 340

Boca Raton, Florida 33486

(561) 392-0221 Phone • (561) 392-6458 Fax

April, 2011

EXHIBIT "A"
Lyons Road
(Lantana Road to Lake Worth Road)

COUNTY PROJECT NO. 2010504

SCOPE OF SERVICES

PROJECT LIMITS

HSQ Group, Inc., in concert with its subconsultants, proposes to provide professional engineering services required in connection with the proposed roadway construction and improvements of Lyons Road as follows:

- Lyons Rd from north of Lantana Rd to 1200' north of Lake Worth Rd. for a total distance of approximately two miles.
- The intersection of Lake Worth Rd / Lyons Rd. 1000' west and 300' east of Lyons Rd.

PROJECT DESCRIPTION

Services shall include preparation of complete roadway construction plans for the construction of a four lane divided typical section with two-lanes each way. It also includes bridge, drainage, curb and gutter, sidewalk, signing and pavement markings, signals, permitting, design survey, and coordination with utilities and permitting agencies. Plans will be prepared in accordance with the following standards:

- Palm Beach County, Thoroughfare Roadway Design Procedures (February 2006), and T-P-06-001.
- FDOT Design Standard dated 2010.
- AASHTO "Geometrics Design of Highway and Streets", dated 2004.
- Florida Greenbook, May 2007.

HSQ Group Inc. will provide all basic services listed below and will utilize sub consultants for some of the other services identified below.

1. BASIC SERVICES

1.1 PHASE I

These services include the preparation of plan and profile sheets for utility coordination (Phase IA) the typical section package (Phase IB), a master plan for the project limits (Phase IC) and 35% submittal phase ID. Plans and profiles will be separate sheets and will be prepared based on a scale of 1"=40' for the plans and 1"=4' for the profiles.

Initial utility contact plans IA

This includes the preparation of separate plan sheets and profile sheets showing the approved typical section, the right of way lines, the survey base line stations, intersecting side street names, existing profile and above ground utilities. These plans will be developed at a scale of 1"=40' horizontal and 1"=4' vertical for submittal to the utility companies having facilities along the project corridor.

Typical section phase IB

The typical section package will be developed based on a 100' typical section within the existing 120' right of way. This will establish the basic 4-lane divided roadway and bridge configuration.

The typical section along with cost estimate will be prepared for three segments :

- From north of Lantana Road to I-14 Canal.
- Between L-14 and L-13 Canals.
- From L-13 Canal to Lake Worth Road.

Master plan IC

A master plan will be prepared on 1"=40' scale, showing all right-of-way lines, control radii, curb return radii, turning lane lengths and location, median openings and major intersection geometric. No profiles will be submitted with the master plan. This master plan will be utilized to receive approvals from the Roadway Production and Traffic Divisions for the proposed horizontal geometrics and basic lane arrangements.

Phase ID Submittal (35% Completed plans including bridge plans)

This Phase will include a plan submittal reflecting the design parameters as determined during the Preliminary Phase submittal. *Plans will be prepared based on "Palm Beach County Thoroughfare Road Design Procedures".*

1.2 Phase II

This phase will consist of incorporating the comments received from the Phase I submittal and completing a preliminary drainage design. The plans are submitted initially with the drainage design shown in plan view only. *No drainage structure sheets are included in this phase submittal.*

Phase IIA, Utility pothole coordination. Phase IIB, First utility coordination meeting. Phase IIC, Pothole underground utilities at possible conflict points

Potential utility conflicts will be identified, a pot hole meeting will be held and field survey of the suspected utility conflicts will be conducted. When the utility conflicts have been identified, HSQ Group Inc, will meet with the County's Project Engineer, Utility Coordinator and the utility companies to determine a drainage design that minimizes the cost to the County and the impacts to the utilities.

After the preliminary drainage design has been accepted by the County, HSQ Group Inc., will complete the drainage calculations and the drainage design on the plan and profile sheets and submit it for distribution to the utility companies.

Phase II D Submittal (65% Completed including bridge plans)

This phase will include signal plans, signing and pavement marking. Plans will be prepared based on "Palm Beach County Thoroughfare Road Design Procedures" including but not limited to the following:

Phase IIE Stake existing and proposed right-of-way (optional)

The right of way lines will be staked by the consultant's Surveyor in preparation for field inspection. Staking should not occur too far in advance of the field review.

Phase IIF Field review of proposed right-of-way, easements, restoration, etc.

A field review shall be conducted with the Roadway Production Division, and the Right-of-Way team if necessary to review the proposed right-of-way takes and analyze the need for temporary construction easements.

Phase IIG Right-of-way documents.

Right of-way maps will be prepared and sketches and legal descriptions will be prepared for additional right of way, easements etc. per "*Palm Beach County Thoroughfare Road Design Procedures*".

Phase IIH All permits applied for

The following are anticipated permits for this project:

- South Florida Water Management District (ERP)
- Lake Worth Drainage District (ERP and bridge)
- Florida Department of Transportation (Drainage connection permit, Driveway connection permit)
- Palm Beach County ERM (Vegetation and excavation permit).
- Army Corps of Engineers
- NPDES

Permitting services will also include attending pre application/coordination meetings with agencies as needed.

The cost of all permit fees will be the responsibility of HSQ Group Inc, to be reimbursed by the County.

1.3 Phase Submittals III (96%), IV (100%) and Final including bridge plan

Submittals III and IV represent the plans being approximately 96% and 100% complete, respectively.

Plans will be prepared based on "Palm Beach County Thoroughfare Road Design Procedures".

Utility Coordination. Phase IIIA & B, Phase IV A.

HSQ Group, Inc. will assist Palm Beach County in the utility coordination effort. We will attend a maximum of three utility coordination meetings and plot utility information on plans for inclusion in the construction plan package. The roadway design will be amended where possible to avoid utility conflicts. HSQ Group Inc. will also assist in the utility verification survey effort with the utility companies.

This phase will include signal plans, signing and pavement marking, a quantities book and engineering cost estimate. The Phase III submittal will be the first submittal containing drainage structure sheets and a complete drainage design, and will incorporate all the comments from the Phase II submittal. The Phase IV submittal will incorporate all the comments from the Phase III submittal and the Final submittal will incorporate all the comments from the Phase IV submittal. The Final submittal will also include the signed and sealed plan sets along with electronic files on CD'S and 30 sets of plans for bidding purposes. *All permits should be in hand prior to final submittal. Final submittal will consist of all documents specified in the PBC Thoroughfare Road Design and Procedures*

1.4 Roadway Design

Roadway plans will be prepared in accordance with the approved Master Plan and Typical Sections, and will incorporate all review comments.

1.5 Intersections

- a- Lyons Road /Lake Worth Road. The lane configuration will be as follows:
 - Add second eastbound left.
 - Add second northbound left.
 - Add second northbound right by making the outside second northbound through as drop into northbound right and add exclusive northbound right.
- b- Plateau the intersection as needed.
- c- *An estimated 10 side streets at the west side of the project between L-14 and L-13 Canals will be realigned for a distance of approximately 100' each. Also, three side streets within the same limits as mentioned above will be realigned for a distance of approximately 300'. The design of the side streets including the side street profiles will be considered as Optional Services.*

1.6 Driveways

Driveway profiles will be prepared for all thirteen driveways intersecting Lyons Road.

1.7 Drainage Design

The design and preparation of drainage plans will be accomplished in substantial conformance with South Florida Water Management District requirements and constraints imposed by local agencies. A drainage report will be prepared and processed through the regulatory agencies for approvals. Permit packages will be prepared by HSQ Group Inc. with provisions for a response to Requests for Additional Information (RAI) from reviewing agencies.

The drainage design is based on using one or a combination of either a proposed swale system, exfiltration, or stormwater detention that will run along the right of way lines of Lyons Road. However, HSQ will set up meetings with permitting agencies to obtain their initial input regarding the drainage design. HSQ Group Inc. will research development records to determine drainage obligations. Flood routing analyses will be performed for all developments that

will receive runoff from Lyons Road to insure that the capacity of the existing lake systems is adequate and that the proposed road elevation is set at or above the 25 year – 3 day flood stages for various developments.

1.8 Pavement Marking and Signing Plans

Pavement Marking and Signing Plans will be prepared to conform to the proposed roadway improvements in accordance with Palm Beach County Standards. These plans will be prepared as a separate set of documents with quantities and specifications.

2. REIMBURSABLES

2.1 Geotechnical Services

HSQ Group, Inc. will coordinate the soil testing for this project with RADISE International, Inc.

GEOTECHNICAL SERVICES

Geotechnical Field Services

- Mobilize drilling equipment to the site.
- Stake borings/utility clearance.
- Coordinate and Develop MOT Plans for Geotechnical Field Exploration

Roadway

- Perform auger borings to depths of 6' at 100' spacing and to 15' at 600' for proposed road construction.
- Perform pavement cores spaced at 1000 feet
- Collect LBR sample for determination of subgrade design LBR values.
- Perform probes along the ditches to be backfilled for silt and deleterious material
- **Muck Delineation (Optional Services)**

Drainage

- Percolation tests North of L-14 Canals
- Six SPT borings to a depth of 25 feet below existing grade, two borings for each pond.

Structures

- Standard Penetration Test (SPT) borings for L-13 and L-14 canal crossing.
Two SPT Borings, 75 feet deep for L-14 Canal Bridge Structure
One SPT Borings, 75 feet deep for L-13 Canal Culvert crossing
- Standard Penetration Test (SPT) borings to depth of 30' for mast arm foundations.
One at the SE corner of the Lyons R. and Lakeworth Rd. intersection
Two at Woodland Middle School Crossing

Laboratory Testing

- Visual Soil Classification.
- Sieve Analysis.
- Fine Content Determination
- Moisture Content.
- Organic Content.
- Atterberg Limit Tests
- Corrosion Series.
- Limerock Bearing Ratio (LBR) Tests.

Drafting Services

- Auger boring drafting and Roadway Soil Survey Sheet
- SPT boring drafting.

Professional Services

- Document collection review.
- Develop detailed boring location plan.
- Drilling access permits.
- Property clearances.
- Coordination of field work.
- Determine design LBR.
- Tabulate all laboratory data.
- Estimate seasonal high water table.
- ASCII files of auger boring data for cross-sections.
- Geotechnical recommendations for proposed roadway.
- Estimate design groundwater level for structures.
- Foundation evaluation and recommendations for proposed bridge and culvert structures over the L-14 Canal and the L-13 Canal crossings.
- Design soil parameters for signs, signals, high mast lights and strain poles and geotechnical recommendations.

Submittals

- Roadway & Drainage
Preliminary roadway report.
Final roadway report.
- Structures (Bridges, Mastarms & Signals)
Preliminary structures report.
Final structures report

2.2 Bridge Design.

HSQ Group Inc. will coordinate the bridge plans at all stages of the design with Alan Gerwig & Associates (AGA). Structural design services required to prepare construction documents and specifications for the replacement of the existing bridge over the L-14 Canal.

Bridge Design Services

1. Bridge Typical Section will be submitted for approval prior to commencement of the bridge design tasks. The typical section will consist of four 12' traffic lanes with 4' shoulders, a 22' median, two sidewalks and no utility shelf. A phasing plan will be developed along with the Typical Section.
2. The single bridge span will match the existing bridge at approximately 30' and the superstructure will be comprised of solid, prestressed, precast deck slabs. Dry conduits will be provided within the sidewalks to accommodate identified utilities.
3. Bridge barrier end treatments at the four corners of the bridge will be coordinated with Lake Worth Drainage District to accommodate access to the District's maintenance berm. Guardrail geometry adjacent to the bridge approaches will be provided by the highway designer.
4. The Lake Worth Drainage District requirements for embankment stabilization and canal design section will be incorporated into the bridge plans and will be submitted to the District along with the application for a right-of-way permit.
5. Design will be in accordance with the current AASHTO LRFD design specification and HL 93 loading. The design will include the bridge load rating calculations on the final design.
6. Plan review submittals will be made at 35%, 65%, 96% and 100%. Calculations will be submitted with all but the 35% submittal phase.
7. Quantities and cost estimates will be provided at the 65% and 96% phases of the project development.

Assumptions:

1. Profile grade line controlling the horizontal and vertical bridge alignment will be provided by the highway design engineer.

2. Typical section shall be approved by Palm Beach County prior to commencement of structural design.
3. Design topographic survey data will be provided by others and will include canal cross sections ranging 200' from either side of the Lyons Road Right-Of-Way and will include the LWDD right-of-way tied to section lines.
4. Foundation recommendation will be provided by a licensed geotechnical engineer familiar with the friction pile foundations, bridge structures and Wave Equation Analysis. AGA will provide the estimated dead and live loads for their use.
5. A foundation recommendation report will be provided to AGA that has been prepared by a licensed geotechnical engineer and based on the estimated design loading provided by AGA. The report will contain pile bearing capacity graphs relating depth of piling penetration to bearing capacity and minimum test pile lengths. The report will be prepared in accordance with the FDOT Foundation Guidelines.

Optional Services

Structural analyses of the signal modification at Lake Worth Rd (two signal poles will be affected)

2.3 Signal Design Services

HSQ Group Inc., will coordinate the design of the signals with PDE, Inc. The scope will be to prepare a set of signalization plans to replace the existing span wire signals with mast arm signals or to modify the existing mast arm signals based on the proposed Lyons Road improvements at the following intersections:

1. Woodland Middle School (New Mast Arm Signal) (*Optional services*)
2. Lake Worth Road (Mast Arm Signal Modifications)

Elements of work shall include signalization, lighting, utility relocation, cost estimates, quantity computation, and all necessary incidental items for a complete project.

The CONSULTANT will prepare contract plan sheets, notes, and details to include the following: Key Sheet, Tabulation of Quantities sheet(s), General Note sheet(s), Signalization Plan sheet(s), Pole detail(s), and special detail(s).

The CONSULTANT shall design the pole and signal head system in accordance with FDOT and Palm Beach County guidelines.

The CONSULTANT will collect information from the maintaining agencies and conduct a field review to complete a list of all existing traffic signal equipment at the locations listed for submittal. The inventory will include the Existing signal and pedestrian phasing, Interconnect media and Controller timing data.

The CONSULTANT will coordinate power source with FPL for each of the signalized intersections.

Design of the signals for Lake Worth Road will involve obtaining a permits from FDOT and LWDD are included in the scope of services.

2.4 Environmental Services

HSQ Group Inc. will coordinate the need for environmental services with CZR Incorporated. See the following scope of services for more details

A) Environmental Resource Permit application:

CZR Incorporated will assist in preparation of the joint Environmental Resource Permit (ERP) application to be submitted to South Florida Water Management District (SFWMD) and US Army Corps of Engineers (USACE).

SFWMD, as lead state environmental regulatory agency, will coordinate with the Florida Department of Environmental Protection (FDEP, entity that permitted the Lantana Road landfill closure plan), and Palm Beach County Solid Waste Authority (entity responsible for landfill water quality monitoring) regarding ground water quality issues related to any required project dewatering or disturbance of groundwater, and with Florida Fish and Wildlife Conservation Commission regarding state-listed wildlife that may occur on or utilize the project site. We anticipate all site ditches will be considered Other Surface Waters, with limits to be defined by a Top-of-Bank elevation contour, and not wetlands. We do not anticipate occurrence of any state-listed wildlife.

USACE, as lead federal environmental regulatory agency, will coordinate with U.S. Fish and Wildlife Service (USFWS) regarding any impacts to potential woodstork foraging habitat (ditches) or other federally-listed wildlife that may occur on or utilize the project site, and the Environmental Protection Agency regarding any impacts to wetlands or Waters of the US. We anticipate all site ditches will be considered Waters of the U.S., with limits to be defined by a Top-of-Bank elevation contour, and not wetlands. However, mitigation for impacts to potential woodstork foraging habitat may still be required, because woodstork forage in ditches. If required, CZR will coordinate with USFWS and USACE staff to prepare a mitigation plan utilizing credits from the County's Pine Glades mitigation area.

CZR will provide text descriptions and/or figures to define existing conditions, proposed impacts, and mitigation measures for use in assembling the ERP application.

B) Phase I Environmental Site Assessments:

CZR will conduct Phase I Environmental Site Assessments of adjacent properties where right-of-way acquisition is proposed. Information regarding site history and past uses will be reviewed and utilized to prepare a separate Phase I ESA document for each property. Each assessment document will include a determination regarding likelihood of occurrence of any conditions of environmental concern (i.e. soil or groundwater contamination), and a recommendation regarding the need to conduct a Phase II assessment (sampling of site soils or water).

The following properties, will be assessed:

- 1) "PBC Civic site", east side of Lyons Road.
- 2) School Board Property, east side of Lyons Road, north of L-14 Canal. The Phase I work will be limited to approximately 50' east of the existing right of way line.
- 3) "PBC property", west side of Lyons Road, north of Bent Creek development.

C) Environmental Resource Definition:

CZR will field mark limits of any regulated resources, for surveyors to locate, in and adjacent to the L-13 and L-14 Canals, and in other project site areas. CZR will provide resource descriptions and habitat assessments for use in defining impacts and determining mitigation options and/or requirements.

Optional Services

A) FLUCFCS mapping and descriptions:

If required for use in defining cover types as part of the ERP application, CZR will provide figures defining project site cover types, per the FDOT Florida Land Use, Cover and Forms Classification System (FLUCFCS) and a description and acreage of each cover type.

B) Phase II Environmental Site Assessments:

If determined to be necessary based on results of any Phase I ESA, CZR will coordinate the services of a qualified subcontractor to conduct Phase II Environmental Site Assessments (sampling of soils and/or water) for adjacent properties where right-of-way acquisition is proposed. (CZR will not prepare the Phase II Environmental Site Assessments)

C) Mitigation Plan:

If compensatory mitigation for impacts is determined to be necessary, CZR will coordinate with SFWMD and/or USACE to quantify the impacts and mitigation required, and agree upon an acceptable mitigation plan. CZR will prepare text and figures for submittal to USACE and/or SFWMD. CZR will prioritize use of credits from the County's Pine Glades Mitigation Site

2.5 Surveying Services

HSQ Group Inc., will coordinate surveying services with Betsy Lindsey. More details of the scope are shown below.

Basic Services

1. Review title search supplied by Palm Beach County prior to commencement of field topo to establish right-of-way width, and compile all plats and deeds into a map.
2. Collect benchmark and global positioning control data.
3. Set control points tied to State plane at 600-foot intervals.

4. Run a closed level loop and set Benchmarks at 600-foot intervals outside the limits of constructions. Survey to be prepared based on the NAVD 1988 datum.
5. Locate subdivision corners, section corners and any other existing control monuments that will assist in the establishment of the location of the right-of-way lines for this project.
6. Locate above ground features with elevations.
7. Cross-section the project at 100' intervals extending 25 feet outside the proposed right of way. However, the cross section and topo will extend to the existing fence line at the west side of the project from Lantana Road to the L-14 Canal
8. Acquire cross sections of L-14 canal at 50-foot intervals extending 200 west and east of Lyons Road right of way line. Also acquire cross sections of L-13 Canal at 50' intervals extending 100' east and west of the existing culvert.
9. Perform a detailed survey of the existing bridge over the L-14.
10. Acquire the finished floor elevation for all structures that adjoin the right of way.
11. Detail drainage structures within the right of way including culverts at L-13 and L-12 Canals. Locate drainage outfall pipes in the lakes and canals. The survey will include but not limited to obtaining drainage details of the existing outfalls that are terminated at the right of way line so they can be used for connecting the proposed drainage at Cypress Lake Estates, Cedar Creek Ranch and Bent developments.
12. Acquire topo. up to the drainage dived on each side street but not less than 100' up side streets whichever is furthest. Also acquire topo and elevations up to 50' beyond right of way at all driveways.
13. Locate all trees within right of way.
14. Set the baseline and references at all P.C.'s and P.T.'s of the baseline
15. Prepare four sketch and legal descriptions for right of way acquisition.
16. Out of pocket expenses – copies, plotting, and reproduction.

Optional Services

- 1- Prepare sketch and legal descriptions for temporary construction easements. Assume ten for the purpose of the fee proposal.
- 2- Provide assistance to the Geotechnical Engineer in locating the soil borings in relationship to the alignment.
- 3- Perform and prepare a Boundary and Topographic Survey on approximately a two acre tract of land to possibly be used for storm water detention, owned by the county and located north of Bent Creek Development.
- 4- Obtain horizontal and vertical locations of existing utilities that possibly will be in conflict with proposed drainage structures.
- 5- Stake existing and proposed right-of-way

- 6- Perform a detailed tree survey including Australian pines within the Palm Beach County Civic Site, approximately 4 acres. Also perform and prepare a Boundary and Topographic Survey.
- 7- Process the field data and create right of way maps at 1"=40' on 11x17 title block. As per Palm Beach County's standards.

Survey Deliverables

- 1- Three signed and sealed copies of the sketch and legal descriptions.
- 2- Two signed and sealed 11" X 17" copies of the Specific Purpose Survey and a copy of the CADD file.
- 3- Two copies of the right of way map on 24" x 36" format , at 1"= 40', two panels per sheet, for review by Palm Beach County Survey Section.
- 4- Two sets of mylar and a CD of the cadd file of the final right of way map.
- 5- One copy of the topographic file, drainage file, utility file, right of way file, and point file in a Microstation digital CADD format.
- 6- One copy of the ASCII file of all elevations IN TERMS OF x,y,z, description.
- 7- Four signed and sealed copies of the cross sections for the LWDD L-14 and L-13 Canals at 1"=10' both horizontal and vertical.
- 8- Create DTM drawing.

2.6 Out of Pocket Expenses

HSQ Group Inc. will provide all printing services for the construction plan review, utility coordination and permitting process for the project. Plan reproduction costs will be billed on a per unit basis as shown on the attached estimate.

3. SERVICES NOT INCLUDED IN THIS PROJECT

The following items are not anticipated in the project's scope of services:

- Planimetric information (raster imaging will be used in lieu of Planimetric information.)
- Traffic volume counts
- Lighting plans
- Landscaping/irrigation plans, except irrigation sleeves which will be shown in the plans.
- Traffic control plans (MOT)
- Utility adjustment plans
- Title search
- Overhead signs
- Right-of-way acquisition assistance
- Bidding and construction administration services.
- Flood routing analyses for existing lakes adjacent to the road.
- Control survey sheets.

EXHIBIT “B”

HSQ Group, Inc.

Roadway fee proposal



Lyons Road (Lantana Rd to Lake Worth Rd)
Summary of fee proposal
County project number 2010504

ACTIVITY	SENIOR ENGINEER		PROJECT MANAGER		PROJECT ENGINEER		ENGINEER INTERN		CADD TECHNICIAN		Total	Total
	STAFF HOURS	HR. RATE	STAFF HOURS	HR. RATE	STAFF HOURS	HR. RATE	STAFF HOURS	HR. RATE	STAFF HOURS	HR. RATE	STAFF HRS. ACTIVITY	COST BY ACTIVITY
1-Roadway Design Analysis	73.80	\$ 49.00	147.60	\$ 48.00	216.48	\$ 37.00	49.20	\$ 27.00	4.92	\$ 23.00	492.00	\$ 20,152.32
2-Drainage Analysis	42.30	\$ 49.00	95.88	\$ 48.00	112.80	\$ 37.00	28.20	\$ 27.00	2.82	\$ 23.00	282.00	\$ 11,674.80
3-Roadway Plans	138.30	\$ 49.00	272.60	\$ 48.00	340.75	\$ 37.00	477.05	\$ 27.00	138.30	\$ 23.00	1383.00	\$ 48,386.50
4-Drainage Plans	44.00	\$ 49.00	88.00	\$ 48.00	110.00	\$ 37.00	154.00	\$ 27.00	44.00	\$ 23.00	440.00	\$ 15,620.00
5-Utilities	5.30	\$ 49.00	10.60	\$ 48.00	63.60	\$ 37.00	21.20	\$ 27.00	5.30	\$ 23.00	106.00	\$ 3,816.00
6-Permits	23.40	\$ 49.00	23.40	\$ 48.00	128.70	\$ 37.00	48.80	\$ 27.00	11.70	\$ 23.00	234.00	\$ 8,564.40
7-Signing & Pavement Marking	30.60	\$ 49.00	30.60	\$ 48.00	91.80	\$ 37.00	61.20	\$ 27.00	91.80	\$ 23.00	306.00	\$ 10,128.60
TOTAL Basic Services	355.70		688.68		1064.13		837.65		286.84		3223.00	\$ 118,342.62
TOTAL Optional Services	23.70	\$ 49.00	39.50	\$ 48.00	55.30	\$ 37.00	23.70	\$ 27.00	15.80	\$ 23.00	158.00	\$ 6,106.70
	379.40		728.18		1119.43		861.35		302.64		3381.00	\$ 124,449.32

HSQ FEE CALCULATIONS

Type of services	Cost by activity	Overhead multiplier	Overhead cost	Subtotal (cost by activity + overhead cost)	Profit (%)	subtotal profit	TOTAL	Multiplier
Basic services (HSQ)	\$ 118,342.62	168%	\$ 198,815.60	\$ 317,158.22	11.94%	\$ 37,868.69	\$ 355,026.91	3.00
Optional services (HSQ)	\$ 6,106.70	168%	\$ 10,258.28	\$ 16,365.96	11.94%	\$ 1,954.10	\$ 18,320.06	3.00
Reimbursables: Reproduction and permit fees (HSQ)							\$ 22,840.00	

(SUB-CONSULTANTS)

Type of Services	Sub-Consultants						TOTAL
	Betsy Lindsay Survey	Progressive Design and Eng., Inc. Signal Design	Alan Gerwig & Assoc. Bridge Design	RADISE International Geotechnical	CZR Environmental		
Basic Services	\$ -	\$ 14,553.75	\$ 50,875.00	\$ -	\$ 14,616.16		\$ 80,044.91
Optional Services	\$ 51,796.16	\$ 16,082.64	\$ 2,970.00	\$ 2,600.00	\$ 10,536.32		\$ 83,985.12
REIMBURSABLES	\$ 41,081.28	\$ -	\$ -	\$ 42,937.25			\$ 84,018.53

PROJECT TOTAL FEES SUMMARY

Total Basic Services	\$ 435,071.82	HSQ plus all Subs
Total Optional Services	\$ 102,305.18	HSQ plus all Subs
REIMBURSABLES	\$ 106,858.53	HSQ plus all Subs
GRAND TOTAL	\$ 644,235.53	HSQ plus all Subs



HSQ GROUP, INC.

Consulting Engineers • Planners • Transportation

Lyons Road (Lantana Rd to Lake Worth Rd)

Summary of Reimbursable charges

County project number 2010504

Reproduction and printing

Item	Description	Quantity	Unit	Unit price	Total	Notes
Photo copies (8 1/2" x 11" black / white)	Correspondences	10000	page	\$ 0.10	\$ 1,000.00	Assume 20 months @ 500 pages
	Design computation reports	1800	page	\$ 0.10	\$ 180.00	First submittal + two revisions @ 4 copies with 150 pages each
	Drainage reports	1200	page	\$ 0.10	\$ 120.00	Two submittals to the county, 4 copies @ 150 pages
		1200	page	\$ 0.10	\$ 120.00	Two submittals to SFWMD, 4 copies @ 150 pages
		1200	page	\$ 0.10	\$ 120.00	Two submittals to LWDD, 4 copies @ 150 pages
	Pipe sizing reports	1200	page	\$ 0.10	\$ 120.00	First submittal + two revisions @ 4 copies with 100 pages each
	Quantity computation books	3600	page	\$ 0.10	\$ 360.00	First submittal + two revisions @ 4 copies with 300 pages each
Photo copies (8 1/2" x 11" color)	Misc. copies in color	1000	page	\$ 0.79	\$ 790.00	During the life of the project
Photo copies (11" x 17" black and white)	Typical section package	40	page	\$ 0.25	\$ 10.00	Four copies @ 10 pages
	Utility submittals	14400	page	\$ 0.25	\$ 3,600.00	Initial submittal + 4 sub @ average 180 sheets for 8 companies, 2 copies each
	Plans for permits, inc. FDOT	1520	page	\$ 0.25	\$ 380.00	Four copies @ 190 sheets for SFWMD and LWDD including resubmittals
	County review	4200	page	\$ 0.25	\$ 1,050.00	Master plans + 4 submittals at 4 copies each @ average 210 sheets inc S&M
	Final plans	1000	page	\$ 0.25	\$ 250.00	4 copies of all final plans, assume each set is 250 sheets incl S&M
Photo copies (11" x 17" color)	Misc. copies in color	500	page	\$ 1.00	\$ 500.00	During the life of the project
Exhibits (Color)	For county use in review	4	Each	\$ 100.00	\$ 400.00	Provide exhibits as needed for misc use i.e reviews 2' x 14' each
Hand delivery / pick ups	Deliveries	12	Each	\$ 50.00	\$ 600.00	5 times for utility plans + 3 permit plans + 4 misc. Pick up, i.e applications etc.
Postage / FEDEX	Each	20	Each	\$ 10.00	\$ 200.00	During the life of the project, to county and subs
CD's	Each	10	Each	\$ 10.00	\$ 100.00	
Subtotal					\$ 9,900.00	

Permitting

Agency	Amount	Notes
SFWMD - ERP	\$ 3,000.00	Roadway ERP Mod. is \$1,500 assume new ERP just in case
LWDD	\$ 9,240.00	(Rd \$6600 + 2 Culverts \$1440 + 1 Bridge \$1200)
ERM	\$ 700.00	Tree removal permit (not including any tree mitigation)
FDOT	\$ -	No charge for government
Subtotal	\$ 12,940.00	
TOTAL Reproduction, printing and permit fees	\$ 22,840.00	

Note: LWDD roadway permit fee is based on 3 outfalls, \$3000 for the first outfall and \$1800 for additional outfall

LYONS ROAD

(Lantana Road to Lake Worth Road)

1 - ROADWAY DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1 Typical Section Package	LS	1	60		60		3 road segments, 2 typical options each + associated costs includes typ section north of Lake Worth Rd
2 Geometrics / project layout and master plan including access management	LS	1	80		80		The master plan layout is driven by the approved typicals
3 Design Computation/Documentation Report	LS	1	40		40		
4 Coordination with subs Geotech., Survey, Envir., Traffic, & bridge	LS	5	12		60		Through out life of project. Including field and office meetings with subs.
5 Platea intersection Lake Worth Rd / Lyons Rd	LS	1	40		40		
6 Quantity Computation Book & Updates, including signing and marking	LS	1	100		100		2 submittals at 96% and final plans
7 Construction Cost Estimates & Update	IS	1	30		30		4 estimates and updates
8 Technical Special Provisions	LS	1	10		10		supplemental to FDOT Std. specs
9 Coordination with project under design	EA	2	8		16		school board for future school + Lake Worth Corridor master plan
10 Develop & update Schedules	LS	1	16		16		thru life of project
11 Field Reviews	EA	4	6		24		To confirm design stages
12 Progress meeting with the county	EA	4	4		16		including the preparation of meeting minutes
TOTAL					492		

2 - DRAINAGE ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Evaluation of Exist. Side street Drainage System	LS	13	4		52		Existing side streets' drainage must be evaluated at the connection point with Lyons Rd drainage system + LW RD + N trans
2. Review/Evaluate existing lake system for subdivisions receiving runoff from Lyons Rd	EA	3	8		24		The scope involves review of existing permits and make recommendation this task DOESN'T include flood routing analyses i.e. ndicpr
3. Culvert design L-13 and L-12 canal	EA	2	8		16		Coordinate design w/ LWDD for culverts
5. Design of New Storm Sewer	EA	6	10		60		the proposed drainage system consists of three segments with 2 systems each.
6. Design of exfiltration system	EA	2	8		16		
7. Design of New Swale System as Stormwater Facilities	LS	3	12		36		
8. Special Misc. Drainage Design / Details	EA	1	18		18		misc. details as needed, it could be for mod. Existing str. or things that we do not see at this stage until we start design
9. Drainage Design Report	LS	1	60		60		
TOTAL					✓ 282		

3 - ROADWAY PLANS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Key Map	Sheet	1	8	1	8		
2. Typical Section	Sheet	6	8	6	48		
3. Summary of Quantities	Sheet	1	24	1	24		
4. Plan views	Sheet	24	20	24	480		18 sheets mainline + 3 sheets for trans. +3 for intersection @
5. Profile views	Sheet	24	15	24	360		Lake Worth Rd
6. Misc. Detail sheets	Sheet	2	15	2	30		
7. Project control survey	Sheet						NOT INCLUDED
8. Genral Notes & pay items notes	Sheet	1	12	1	12		
9. Soil Data Sheet	Sheet	4	2	4	8		
10. Cross-Sections	EA	118	3	118	354		
11. Driveway profiles	EA	13	3	13	39		
TOTAL				194	✓ 1363		

4 - DRAINAGE PLANS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Drainage Maps with plan/prof	Sheet	5	24	5	120		show basic info on the maps. Inlets, drainage area, drainage arrows
2. Drainage Structures	EA	60	3	60	180		basins, canals, control elev. profile with basic info
3. New Conflict structure	EA	5	6	5	30		assume PVI @ 300'. Therefore need 2 strutures every 600' for 2 miles
4. Summary of Drainage Structures	Sheet	3	20	3	60		+4 str. @ Lake Worth Rd+ 1 MH at every 600' + assume 3 control str
5. Stormwater Detention / swale Plans	EA	2	8	2	16		
6. Drainage Details	Sheet	2	17	2	34		canal stab., control structures etc.
TOTAL				77	440		

5 - UTILITIES

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Initial Utility Contact	LS	1	8		8		Coordinate w/ County
2. Follow up with county / provide CADD and PDF files to utilities as needed	LS	1	8		8		
3. Submit plans all phases	EA	5	4		20		Provide County w/plans for their coordination (prepare plans)
4. Review of Exist. Records	LS	1	16		16		
5. Resolution of utilities conflicts & coordination of potholes, etc	LS	1	30		30		
6. Conferences & Meetings	EA	4	6		24		includes meeting minutes preparation
TOTAL					106		

6 - PERMITS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Agency coord/ Pre-application meetings	EA	5	6		30		SFWMD + LWDD + FDOT+ ERM + US ARMY CORP (incl. minutes)
2. Prepare/submit ERM Veg Rem app	LS	1	24		24		incl. responding to RAI
3. Prepare/submit ERP app to SFWMD	LS	1	60		60		incl. responding to RAI + mod. of exist. ERP for Lakes at subdivision
4. Prepare and submit to LWDD (ERP +ROW)	LS	1	60		60		incl. responding to RAI + mod. of exist. ERP for Lakes at subdivision
5. Prepare / submit to FDOT	LS	1	40		40		incl. drainage, general permit and driveway connection permit
6. Respond to comments from the US Army Corp	LS	1	20		20		ERP will be a joint app. With SFWMD
TOTAL					234		

7 - SIGNING & PAVEMENT MARKING

TASK	BASE OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1 Key Sheet	Sheet	1	6	1	6		
2 General Notes	Sheet	2	4	2	8		
3 Tabulation of Quantities	Sheet	1	12	3	16		
4 Plan Sheets (double panel)	Sheet	4	15	4	60		Segment from Lantan Rd to L-14 canal will be double panels length = 4100' / 1200' is approx 4 sheets
5 Plan sheets single panel	sheets	14	14	14	196		11 sheets for mainline + 3 sheets for Lake Worth Rd
TOTAL				24	✓ 306		

8 - OPTIONAL SERVICES

TASK	BASE OF ESTIMATE	NO. OF UNITS	HOURS/ UNIT	NO OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1 Side street realignment design and plan sheets	EA	13	4	13	52		
2 Profile of side streets profile sheets	EA	13	2	13	26		
3- Post design services	LS	1	80		80		40 HRS FOR PM +40 HRS FOR PE
TOTAL				26	✓ 158		

Betsy Lindsay, Inc.

Survey fee proposal

Betsy Lindsay, Inc. - Work Breakdown and Fee Estimate

[illegible]

Lyons Road (Lantana Rd. to Lake Worth Rd.)
APPROX 2 MILES OF RIGHT OF WAY AND TOPOGRAPHIC SURVEYING ON LYONS ROAD
APPROX 6700 FOOT OF RIGHT OF WAY AND TOPOGRAPHIC SURVEYING ON SIDESTREETS
Right-of-Way Map and Topographic Survey for Design

Betsy Lindsay, Inc. - Work Breakdown and Fee Estimate
OPTIONAL SERVICES

1	SKETCH AND LEGAL DESCRIPTION (@ \$400 each)	10					✓	\$4,000.00
2	LOCATE SOIL BORING AFTER BORING IS COMPLETE			10	1		✓	\$1,059.52
3	BOUNDARY AND TOPO 2 ACRE			24	3	20	✓	\$3,612.96
4	LOCATE CONFLICTS			16	2	12	✓	\$2,340.48
5	STAKE RIGHT OF WAY EXISTING +PROPOSED			16	2		✓	\$1,727.04
6	TREE SURVEY CIVIC SITE 4 ACRES			24	3	20	✓	\$3,612.96
7	RIGHT OF WAY MAP(20 SHEETS@30HR CADD PER SHEET)				60	600	✓	\$35,443.20
	Estimated crew days			11.25				

Progressive Design and Engineering Inc (PDE)

Signal fee proposal

ESTIMATE OF WORK EFFORT

Intersection: Lyons Rd & Lake Worth Rd
 Intersection ID No:
 Palm Beach County Project: Lyons Rd (Lantana Rd - Lake Worth Rd)
 Project No:

Signalization Plans

Consultant: Progressive Design & Engineering
 NTP:
 Date: 4/19/2011
 Estimator: WFM

Staff Classification	Total Staff Hours From "SH Summary Form"	Project Manager \$161.79	Senior Engineer \$137.53											SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General Tasks	-	0	0											0	\$0.00	#DIV/0!
4. Roadway Analysis	-	0	0											0	\$0.00	#DIV/0!
5. Roadway Plans	-	0	0											0	\$0.00	#DIV/0!
6. Drainage Analysis	-	0	0											0	\$0.00	#DIV/0!
7. Utilities	-	0	0											0	\$0.00	#DIV/0!
8. Environmental Permits	-	0	0											0	\$0.00	#DIV/0!
9. Structure Summary	-	0	0											0	\$0.00	#DIV/0!
10. Structures - BOR	-	0	0											0	\$0.00	#DIV/0!
11. Structures - Temporary Bridge	-	0	0											0	\$0.00	#DIV/0!
12. Structures - Short Span Concrete	-	0	0											0	\$0.00	#DIV/0!
13. Structures - Medium Span Concrete	-	0	0											0	\$0.00	#DIV/0!
14. Structures - Structural Steel	-	0	0											0	\$0.00	#DIV/0!
15. Structures - Segmental Concrete	-	0	0											0	\$0.00	#DIV/0!
16. Structures - Movable Span	-	0	0											0	\$0.00	#DIV/0!
17. Structures - Retaining Walls	-	0	0											0	\$0.00	#DIV/0!
18. Structures - Miscellaneous	-	0	0											0	\$0.00	#DIV/0!
19. Signing & Marking Analysis	-	0	0											0	\$0.00	#DIV/0!
20. Signing & Marking Plans	-	0	0											0	\$0.00	#DIV/0!
21. Signalization Analysis	42	8	34											42	\$6,970.34	\$142.15
22. Signalization Plans	61	8	53											61	\$8,563.41	\$140.71
23. Lighting Analysis	-	0	0											0	\$0.00	#DIV/0!
24. Lighting Plans	-	0	0											0	\$0.00	#DIV/0!
25. Landscape Architecture Analysis	-	0	0											0	\$0.00	#DIV/0!
26. Landscape Architecture Plans	-	0	0											0	\$0.00	#DIV/0!
27. Survey	-	0	0											0	\$0.00	#DIV/0!
28. Photogrammetry	-	0	0											0	\$0.00	#DIV/0!
29. Mapping	-	0	0											0	\$0.00	#DIV/0!
30. Geotechnical	-	0	0											0	\$0.00	#DIV/0!
31. Architecture Development	-	0	0											0	\$0.00	#DIV/0!
Total Staff Hours	✓ 103	✓ 16	✓ 87											✓ 103	✓ \$14,563.75	✓ \$141.30
Total Staff Cost		✓ \$2,586.64	✓ \$11,965.11												✓ \$14,553.75	

Total PD&E Fee:	\$14,563.75
Grand Total Fee	✓ \$14,563.75

ESTIMATE OF WORK EFFORT

Intersection Lyons Rd & Woodland Middle School
Intersection ID No
Palm Beach County Project Lyons Rd (Lantana Rd - Lake Worth Rd)
Project No

Signalization Plans
(Optional Services)

Consultant Progressive Design & Engineering
NTP
Date 2/22/2011
Estimator WFM

Staff Classification	Total Staff Hours From "SH Summary Form"	Project Manager	Senior Engineer											SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$161.79	\$137.53													
3 Project General Tasks	-	0	0											0	\$0.00	#DIV/0!
4 Roadway Analysis	-	0	0											0	\$0.00	#DIV/0!
5 Roadway Plans	-	0	0											0	\$0.00	#DIV/0!
6 Drainage Analysis	-	0	0											0	\$0.00	#DIV/0!
7 Utilities	-	0	0											0	\$0.00	#DIV/0!
8 Environmental Permits	-	0	0											0	\$0.00	#DIV/0!
9 Structure Summary	-	0	0											0	\$0.00	#DIV/0!
10 Structures - BDR	-	0	0											0	\$0.00	#DIV/0!
11 Structures - Temporary Bridge	-	0	0											0	\$0.00	#DIV/0!
12 Structures - Short Span Concrete	-	0	0											0	\$0.00	#DIV/0!
13 Structures - Medium Span Concrete	-	0	0											0	\$0.00	#DIV/0!
14 Structures - Structural Steel	-	0	0											0	\$0.00	#DIV/0!
15 Structures - Segmental Concrete	-	0	0											0	\$0.00	#DIV/0!
16 Structures - Movable Span	-	0	0											0	\$0.00	#DIV/0!
17 Structures - Retaining Walls	-	0	0											0	\$0.00	#DIV/0!
18 Structures - Miscellaneous	-	0	0											0	\$0.00	#DIV/0!
19 Signing & Marking Analysis	-	0	0											0	\$0.00	#DIV/0!
20 Signing & Marking Plans	-	0	0											0	\$0.00	#DIV/0!
21 Signalization Analysis	40	10	30											40	\$5,743.80	\$143.80
22 Signalization Plans	72	18	54											72	\$10,338.84	\$143.80
23 Lighting Analysis	-	0	0											0	\$0.00	#DIV/0!
24 Lighting Plans	-	0	0											0	\$0.00	#DIV/0!
25 Landscape Architecture Analysis	-	0	0											0	\$0.00	#DIV/0!
26 Landscape Architecture Plans	-	0	0											0	\$0.00	#DIV/0!
27 Survey	-	0	0											0	\$0.00	#DIV/0!
28 Photogrammetry	-	0	0											0	\$0.00	#DIV/0!
29 Mapping	-	0	0											0	\$0.00	#DIV/0!
30 Geotechnical	-	0	0											0	\$0.00	#DIV/0!
31 Architecture Development	-	0	0											0	\$0.00	#DIV/0!
Total Staff Hours	112	28	84											112		
Total Staff Cost		\$4,530.12	\$11,552.82												\$16,082.84	\$143.80

Check = \$16,082.84	
Total PD&E Fee:	\$16,082.84
Grand Total Fee	\$16,082.84

Alan Gerwig & Assoc.

Bridge fee proposal

Alan Gerwig Associates, Inc.
12798 W. Forest Hill Blvd, Suite 204
Wellington, FL

Bridge Fee Proposal

Project Lyons Road
Project No. PBC Proj. No. 201054
PM Alan Gerwig, P.E.

Date Wednesday, May 04, 2011

Task Outline		TOTALS	Estimated Labor											
			Chief Engr	Sr. Engr	Sr. Proj. Man	Project Manager	Senior Proj Eng	Project Eng	Engineer	Engineer Int	Eng. Tech.	Designer		
1	Prepare 35% Plans													
1	Project Coordination and Client Meetings (2 ea)	\$4,828.00	8.00			4.00	16.00	8.00						
2	Bridge Typical Section	\$870.00	1.00			1.00		3.00			4.00			
3	Bridge Geometry and Plan & Elev. Sheet	\$3,960.00				2.00	8.00	12.00			24.00			
4	Foundation Layout Plan	\$1,100.00					2.00	4.00			8.00			
5	LWDD Design Section and Permitting	\$2,784.00				2.00		16.00			14.00			
6	Gen. Notes	\$762.00					2.00	2.00			4.00			
7	Standard Indexes	\$730.00				1.00	1.00	2.00			4.00			
8	Foundation Layout Plan	\$1,055.00				1.00	2.00	4.00			4.00			
9	Report of Soil Borings	\$317.00				1.00	1.00				1.00			
10	Typical End Bent Plan & Elevation	\$2,181.00				1.00	2.00	8.00			14.00			
11	Superstructure Plan	\$2,605.00				1.00	4.00	8.00			16.00			
12														
13	Prepare 65% Plans													
14	End Bent Design	\$9,775.00				4.00	23.00	66.00						
15	End Bent Widening Details	\$4,284.00					4.00	19.00			26.00			
16	Slab Design and Superstructure Plan	\$4,138.00					8.00	18.00			18.00			
17	Superstructure Details	\$2,200.00					4.00	8.00			12.00			
18	Approach Slab Detail	\$1,014.00						6.00			6.00			
19	LWDD RAW Access Details	\$1,352.00						8.00			8.00			
20														
21	Prepare 96% Plans													
22	Estimate of Quantities	\$3,404.00					4.00	24.00			7.00	1.00		
23	Bill of Reinforcement	\$1,898.00						17.00			4.00			
24	Address Final Plan Comments	\$1,638.00				2.00		12.00			4.00			
25														
26		\$0.00												
TOTAL HOURS		530	9	0	0	20	79	245	0	0	176	1	0	0
BILLING RATE			\$183.00	\$144.00	\$80.00	\$105.00	\$137.00	\$94.00	\$87.00	\$72.00	\$75.00	\$75.00		
TOTAL DOLLARS		\$50,875.00	\$1,847.00	0.00	0.00	\$2,100.00	\$10,823.00	\$23,030.00	\$0.00	\$0.00	\$13,200.00	75.00	0.00	0.00

Subcontractors	Cost	Notes
Surveyor	0.00	* 3.0% multiplier
Geotechnical Engineer		
Landscape Architect		
Total Subcontracts	\$	

Material Dollars	Summary	Total
Supplies, Printing, Copies, Etc.	Total Hours	530
	Total Labor Dollars	\$50,875.00
	Material Dollars	\$0.00
	Miscellaneous Dollars	\$0.00
	Subcontractors	\$0.00
	Total Project	\$50,875.00

Distribution	() Accounting	() Project Notebook
		() Other

Signal Structural Design Services

Date Wednesday, May 04, 2011

[illegible]

RADISE International

Geotechnical fee proposal

FEE - BASIC SCOPE OF SERVICES

Lyons Road

Lantana Road to Lake Worth Road

COUNTY PROJECT NO. 2010504

RADISE PROJECT NO. P10/RB/GEOT/0704

April 25, 2011

A. FIELD EXPLORATION

	Qty	Unit	Unit Price	Total
Mobilize Equipment-Drill Rig (Truck)	2	Each	\$ 350.00	\$ 700.00
Cones, Sign, Flags, Barricades, Arrow Board	5	Day	\$ 210.00	\$ 1,050.00
Mobile Variable Message Board	5	Day	\$ 150.00	\$ 750.00
Traffic Control - Off Duty Policeman	0	Hour	\$ 55.00	\$ -
Flagman	16	Hour	\$ 65.00	\$ 1,040.00
			SUBTOTAL	\$ 3,540.00

ROADWAY

AUGER BORINGS

Roadway Feet	Total Borings	Nos. of Boring	
		15'	6'
10560	53	19	34
Total Auger Boring Length - ft.		489	

Auger Borings	489	Foot	\$ 10.00	\$ 4,890.00
Grout Seal Boreholes	489	Foot	\$ 4.00	\$ 1,956.00

PAVEMENT CORING

1 Core /1000 feet

Roadway Pavement

Coring Machine plus Generator Rental	11	Each	\$ 60.00	\$ 660.00
	2	Day	\$ 400.00	\$ 800.00

LBR SAMPLE COLLECTION

Engineering Technician	8	Hour	\$ 65.00	\$ 520.00
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MUCK DELINEATION

Engineering Technician	0	Hour	\$ 65.00	\$ -
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PROBES ALONG THE DITCHES

Engineering Technician	8	Hour	\$ 65.00	\$ 520.00
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ROADWAY SUBTOTAL \$ 9,346.00

DRAINAGE

Percolation Tests

	4	Each	\$ 400.00	\$ 1,600.00
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SPT BORINGS

3 Ponds - 2 borings per pond

Boring Depth	Boring Nos.	Total Depth
25	6	150

SPT Boring-0' to 50'	150	Foot	\$ 14.50	\$ 2,175.00
SPT Boring-51' to 100'	0	Foot	\$ 15.50	\$ -
Extra Split Spoon-0' to 50'	0	Each	\$ 30.00	\$ -
Extra Split Spoon-51' to 100'	0	Each	\$ 35.00	\$ -
Casing Allowance (3"Dia.)-0' to 50'	0	Foot	\$ 6.25	\$ -
Casing Allowance (3" Dia.)-51' to 100'	0	Foot	\$ 7.25	\$ -
Grout Seal Boreholes (3")-0' to 50'	150	Foot	\$ 4.00	\$ 600.00
Grout Seal Boreholes (3")-51' to 100'	0	Foot	\$ 5.00	\$ -

DRAINAGE SUBTOTAL \$ 4,375.00

FEE - BASIC SCOPE OF SERVICES

Lyons Road

Lantana Road to Lake Worth Road

COUNTY PROJECT NO. 2010504

RADISE PROJECT NO. P10/RB/GEOT/0704

April 25, 2011

STRUCTURES

SPT BORINGS FOR L-13 AND L-14 CANAL CROSSING

Two SPT Borings, 75 feet deep for L-14 Canal Bridge Structure

One SPT Borings, 75 feet deep for L-13 Canal Culvert crossing

Boring Depth	Boring Nos.	Total Depth
75	3	225
100	0	0
Total	3	225

SPT Boring-0' to 50'	150	Foot	\$	14.50	\$	2,175.00
SPT Boring-51' to 100'	75	Foot	\$	15.50	\$	1,162.50
Extra Split Spoon-0' to 50'	24	Each	\$	30.00	\$	720.00
Extra Split Spoon-51' to 100'	15	Each	\$	35.00	\$	525.00
Casing Allowance (3"Dia.)-0' to 50'	150	Foot	\$	6.25	\$	937.50
Casing Allowance (3" Dia.)-51' to 100'	75	Foot	\$	7.25	\$	543.75
Grout Seal Boreholes (3")-0' to 50'	150	Foot	\$	4.00	\$	600.00
Grout Seal Boreholes (3")-51' to 100'	75	Foot	\$	5.00	\$	375.00

MAST ARM FOUNDATIONS

1# - 30' deep SPT Borings at the SE corner of the Lyons R. and Lakeworth Rd. intersection

2# - 30' deep SPT Borings at Woodland Middle School Crossing

Boring Depth	Boring Nos.	Total Depth
30	3	90
Total	3	90

SPT Boring-0' to 50'	90	Foot	\$	14.50	\$	1,305.00
SPT Boring-51' to 100'	0	Foot	\$	15.50	\$	-
Extra Split Spoon-0' to 50'	0	Each	\$	30.00	\$	-
Extra Split Spoon-51' to 100'	0	Each	\$	35.00	\$	-
Casing Allowance (3"Dia.)-0' to 50'	90	Foot	\$	6.25	\$	562.50
Casing Allowance (3" Dia.)-51' to 100'	0	Foot	\$	7.25	\$	-
Grout Seal Boreholes (3")-0' to 50'	90	Foot	\$	4.00	\$	360.00
Grout Seal Boreholes (3")-51' to 100'	0	Foot	\$	5.00	\$	-

STRUCTURES SUBTOTAL \$ 9,266.25
TOTAL FIELD SERVICES \$ 26,527.25

B. LABORATORY SERVICES

Limerock Bearing Ratio	3	Each	\$	250.00	\$	750.00
Natural Moisture Test	55	Each	\$	15.00	\$	825.00
Full Grain Size Analysis including -200 wash	18	Each	\$	75.00	\$	1,350.00
Fine Content Determination	22	Each	\$	45.00	\$	990.00
Organic Content Test	18	Each	\$	45.00	\$	810.00
Atterberg Limits	7	Each	\$	85.00	\$	595.00
Corrosion Series	6	Each	\$	175.00	\$	1,050.00
Asphalt Etration & Gradation	0	Each	\$	185.00	\$	-

LABORATORY SUBTOTAL \$ 6,370.00

TOTAL FIELD & LABORATORY SERVICES \$ 32,897.25

C. PROFESSIONAL SERVICES

Senior Geotechnical Engineer, P.E.	2	Hour	\$	155.00	\$	310.00
Project Engineer, P.E.	9	Hour	\$	125.00	\$	1,125.00
Staff Engineer	25	Hour	\$	105.00	\$	2,625.00
Senior Engineering Technician	0	Hour	\$	85.00	\$	-
Engineering Technician	40	Hour	\$	65.00	\$	2,600.00
CAD Technician	52	Hour	\$	65.00	\$	3,380.00

TOTAL PROFESSIONAL SERVICES \$ 10,040.00

TOTAL AMOUNT \$ 42,937.25

FEE - OPTIONAL SCOPE OF SERVICES

Lyons Road

Lantana Road to Lake Worth Road
COUNTY PROJECT NO. 2010504

RADISE PROJECT NO. P10/RB/GEOT/0704

April 25, 2011

A. FIELD EXPLORATION

MUCK DELINEATION
Engineering Technician

Qty	Unit	Unit Price	Total
40	Hour	\$ 65.00	\$ 2,600.00
<u>TOTAL AMOUNT</u>			\$ 2,600.00

CZR

Environmental fee proposal

Lyons Rd (Lantana Rd to Lake Worth Rd)
CZR COST ESTIMATE

Proposal or Job Number: P1726													
Project Name: LYONS ROAD, LANTANA ROAD TO LAKE WORTH ROAD													
Date: 4 May 2011 - Revised per request by HSQ													
Client Contact: NOUR SHEHADEH, PE, HSQ GROUP, INC.													
Prepared By: TOM FUCIGNA & SAM WILEY													
PERSONNEL													
TASK NUMBER AND DESCRIPTION	P	TD	A	SESI	BII	BI	D	TA	OPE	TOTAL HRS	PERS.TASK TOTAL	ADJUSTED TOTAL	TASK TOTALS
2.4(a) ENVIRONMENTAL RESOURCE PERMIT APPLICATION									0.00	0	0.00	0.00	
A. Provide Engineer Section E items regarding existing natural resources & anticipated impacts				5		5			0.00	✓ 10	✓ 1,040.00	✓ 1,040.00	
B. Meetings during permit application process				8					0.00	✓ 8	✓ 1,152.00	✓ 1,152.00	
C. Assist in responses to request for additional information				8		8		6	0.00	✓ 22	✓ 2,150.00	✓ 2,150.00	
Expenses - Reprographics (30 11X17 @ 2.00, 88 color @ .59)									✓ 111.92	0	0.00	✓ 111.92	
Postage (5 x 8.00)									✓ 40.00	0	0.00	✓ 40.00	
2.4(a) Cost									0.00	0	0.00	0.00	✓ 4,493.92
									0.00	0	0.00	0.00	
									0.00	0	0.00	0.00	
2.4(b) PHASE I ENVIRONMENTAL SITE ASSESSMENT (ESA)									0.00	0	0.00	0.00	
A. Prepare 3 separate ESA reports for PBC Civic site, School Board property, and PBC property									0.00	0	0.00	0.00	
									0.00	0	0.00	0.00	
LUMP SUM =									8,400.00	0	0.00	✓ 8,400.00	
2.4(b) Cost									0.00	0	0.00	0.00	✓ 8,400.00
									0.00	0	0.00	0.00	
2.4(c) ENVIRONMENTAL RESOURCE DEFINITION									0.00	0	0.00	0.00	
A. Field mark & measure native trees & other resources in corridor, for Suveyor to locate				8		8			0.00	✓ 16	✓ 1,864.00	✓ 1,864.00	
Expenses - Stakes and Tree Tags									✓ 58.24	0	0.00	✓ 58.24	
2.4(c) Cost									0.00	0	0.00	0.00	✓ 1,722.24
SUBTOTAL BASIC SERVICES									0.00	0	0.00	0.00	✓ 14,616.16
									0.00	0	0.00	0.00	
2.4(d) OPTIONAL SERVICES									0.00	0	0.00	0.00	
A. Provide general cover types mapping & descriptions				8		8	8	4	0.00	✓ 28	✓ 2,708.00	✓ 2,708.00	
B. Phase II Environmental Site Assessment - Coordinate services of a qualified subcontractor to sample & analyze soil and/or groundwater. Type & amount of effort TBD, per Phase I ESA results									0.00	0	0.00	0.00	
									0.00	0	0.00	0.00	
TIME & MATERIAL									0.00	0	0.00	0.00	
C. Mitigation Plans - Coordinate with SFVMD, USACE & ERM to prepare mitigation plans. Assume use of Pine Glades mitigation site credits for USACE & SFVMD, and inter-departmental payment of vegetation mitigation fee for ERM				16		16	16	16	0.00	✓ 64	✓ 6,064.00	✓ 6,064.00	
D. Wood stork - define potential wood stork foraging habitat, & calculate potential wood stork foraging habitat areas, impacts & associated mitigation				8		4			0.00	✓ 12	✓ 1,408.00	✓ 1,408.00	
Expenses - Postage (5 x 8.00)									✓ 40.00	0	0.00	✓ 40.00	
Reprographics (60 11x17 @ 2.00, 248 color @ .59) (5 binders @ \$10)									✓ 316.32	0	0.00	✓ 316.32	
SUBTOTAL OPTIONAL SERVICES									0.00	0	0.00	0.00	✓ 10,536.32
									0.00	0	0.00	0.00	
TOTAL PERSONNEL HOURS	0	0	0	✓ 81	0	✓ 49	✓ 24	✓ 26					
JUPITER OFFICE - 2010 CATEGORY RATES PER HOUR	275	170	144	144	91	64	90	81					
TOTAL	0	0	0	✓ 8784	0	✓ 3136	✓ 2160	✓ 2106					✓ 25,152.48

05/09/2011

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

Project Name: Lyons Road from Lantana Road to Lake Worth
Prime Consultant: HSQ Group, Inc.
Telephone No.: (561) 392-0221

Project No.: 2010504
Prime Contact Person:
Resolution Date: 07/19/2011 Res #: R2011-
Department: Engineering & Public Works

Name / Address / Telephone of Minority Sub-Consultant	Type / Description of Work Performed by Sub-Consultant		Contract Dollar Amount for Sub-Consultant				
			Black	Hispanic	Other	Women	White Male
Alan Gerwig & Associates, Inc. 12798 W FOREST HILL BLVD STE 204 WELLINGTON, FL 33414 (561) 792-9000	Structural (Bridge) Structural (Bridge)	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	53,845.00
Betsy Lindsay, Inc. 208 N US HIGHWAY 1 UNIT 8 TEQUESTA, FL 33469 (561) 575-5275	Surveyor Surveyor	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	92,877.44	0.00
CZR, INC. 1061 E INDIANTOWN RD STE 100 JUPITER, FL 33477 (561) 747-7455	Environmental Environmental	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	25,152.48	0.00
HSQ Group, Inc. 1489 W PALMETTO PARK RD STE 340 BOCA RATON, FL 33486 (561) 392-0221	Design Design	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	396,186.97	0.00	0.00
Progressive Design & Engineering, Inc. 10891 LA REINA RD STE 100 DELRAY BEACH, FL 33446 (561) 498-2304	Traffic Signal Design Traffic Signal Design	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	30,636.39	0.00

PARTICIPATION FOR MWBE/SBE CONSULTANTS

MWBE

Total Contract Amount of Authorization

644,235.53

Total MWBE

%

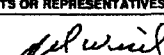
Total SBE

%

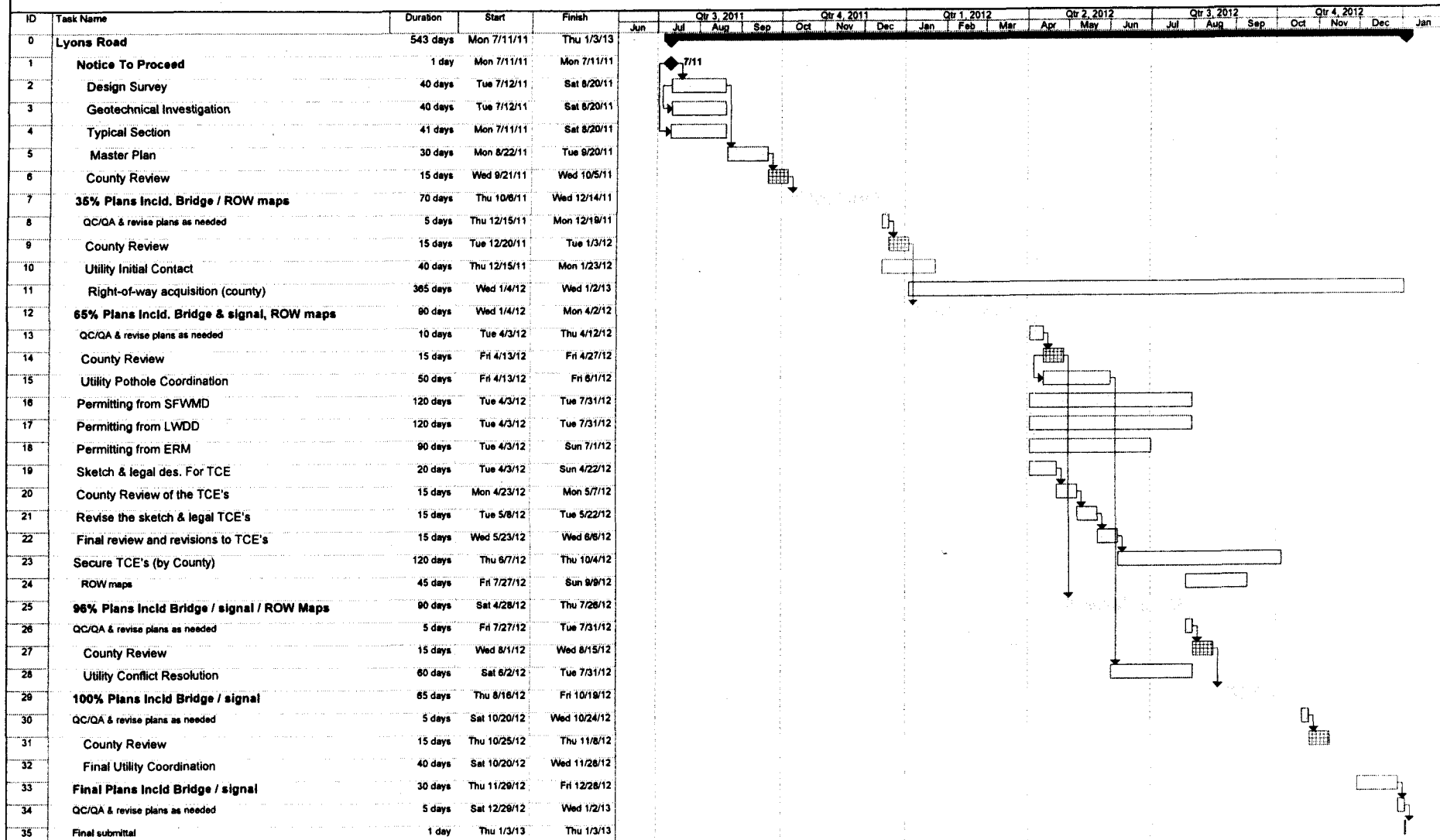
Page 2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 05/27/2011
PRODUCER (305)822-7800 FAX (305)558-4294 Collinsworth, Alter, Fowler & French LLC 8000 Governors Square Blvd Suite 301 Miami Lakes, FL 33016		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED HSQ Group, Inc. 1489 West Palmetto Park Road Suite 340 Boca Raton, FL 33486		
		INSURERS AFFORDING COVERAGE
		INSURER A: Hartford Casualty
		INSURER B: Zenith Insurance Company
		INSURER C: Ironshore Specialty Ins Co
		INSURER D:
		INSURER E:

COVERAGES							
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR	ADDL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	21SBAIG1445	10/17/2010	10/17/2011	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COM/PROP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	21SBAIG1445	10/17/2010	10/17/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA AGG	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input type="checkbox"/> RETENTION \$					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	2066907507	01/18/2011	01/18/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
C		OTHER Professional Liab Claims Made Form Retro Date 1/18/05	000439301	06/03/2011	06/03/2012	\$1,000,000 Each Claim \$2,000,000 Aggregate w/\$20,000. @ Claim Retention	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Certificate Holder is named additional insured as respects Commercial General Liability, if required by written contract/agreement in reference to All Palm Beach County Projects when insured is used as a Consultant.							
*10 Day Notice of Cancellation will apply for nonpayment							

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Attn: Engineering & Public Works Dept 2300 N Jog Road 3rd Floor West Wing West Palm Beach, FL 33411	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE
	Mel Wiesel/ROSIEH 

Lyons Road
(Lantana Rd to Lake Worth Rd)
Project Number 2010504



Project: Lyons Road
Date: Thu 5/12/11

Task
Split

Progress
Milestone

Summary
Project Summary

External Tasks
External Milestone

Deadline

HSQ Group, Inc.

Thu 5/12/11