Agenda Item No: 3-C-7

# PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

## **AGENDA ITEM SUMMARY**

-	eptember 10, 2013	[x] []	Consent Workshop	[]	Regular Public Hearing
Department: Submitted By: Submitted For:	Engineering & Pub Roadway Production			nent	
	I. EXEC	CUTIV	E BRIEF		
\$836,663.71 with		nc. (S	CI), for profes	sional	tract in the amount of services for the Hood project (Project).
for the preparation has an office in Pa	of design plans and o	constru ne Sm	uction bid doc all Business E	uments Enterpri	ise (SBE) goal for the
District 1 (MRI	≣)				
CW-O-048, the Bo 2013. Palm Bea necessary for the Project. The fee negotiated as just	eard of County Commission County now design preparation of design e, as detailed in Extended reasonable compe	ssione res S plans nibit " ensation	ers was notifie CI to provide and construe B" of the att on as follows:	d of the particular of the par	professional services id documents for the contract, has been
Basic Services (Lu	mp Sum)	••	\$664,483.01	Plans Struct	lway Analysis and , Drainage, Utilities, cural, Lighting sis and Plans).
Reimbursable Exp	enses (Not to Exceed)		\$149,080.70	(Surve	ey, Geotechnical, t Fees and Printing).
Optional Services	(Not to Exceed) Total:		\$ 23,100.00 \$836,663.71		Design Services).
After reviewing the the Board's approv	e attached contract ar	nd find	ling it in prop	er orde	er, staff recommends
Attachments: 1. Location Map 2. Contract with Ex 3. Project Work So	chibits "A", "B", "C", "D" hedule	', and	"E" and Certif	icate of	f Insurance (2) 
Recommended by	v: Dy Omel	==:	actur	man	des 8/16/13/8)
•	Division Dire	ctor		- <b></b>	Date

## II. FISCAL IMPACT ANALYSIS

## A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	2013 \$1,004,009 -0- -0- -0- \$1,004,009	2014 -0- -0- -0- -0- -0- -0-	2015 -0- -0- -0- -0- -0- -0-	2016 -0- -0- -0- -0- -0- -0-	2017 -0- -0- -0- -0- -0-
POSITIONS (Cumulative)					
Is Item Included in C	urrent Bud	dget?	Yes X	No	

#### Budget Account No:

Fund 3501 Dept 361

Unit 1382

Object 6505

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

Road Impact Fee Zone 1 Fund

Hood Road/E. of Turnpike to W. of Central Blvd.

New Task Authorization		
Basic Services	\$	664,483.01
Reimbursable Services	\$	149,080.70
Optional Services	\$	23,100.00
Total	\$	836,663.71
Staff Costs		
Roadway Production	\$	83,670.00
Right of Way	\$	20,920.00
Survey	\$	20,920.00
Traffic	\$	41,835.00
Total Fiscal Impact	\$1	,004,008.71

C. Departmental Fiscal Review:

## III. REVIEW COMMENTS

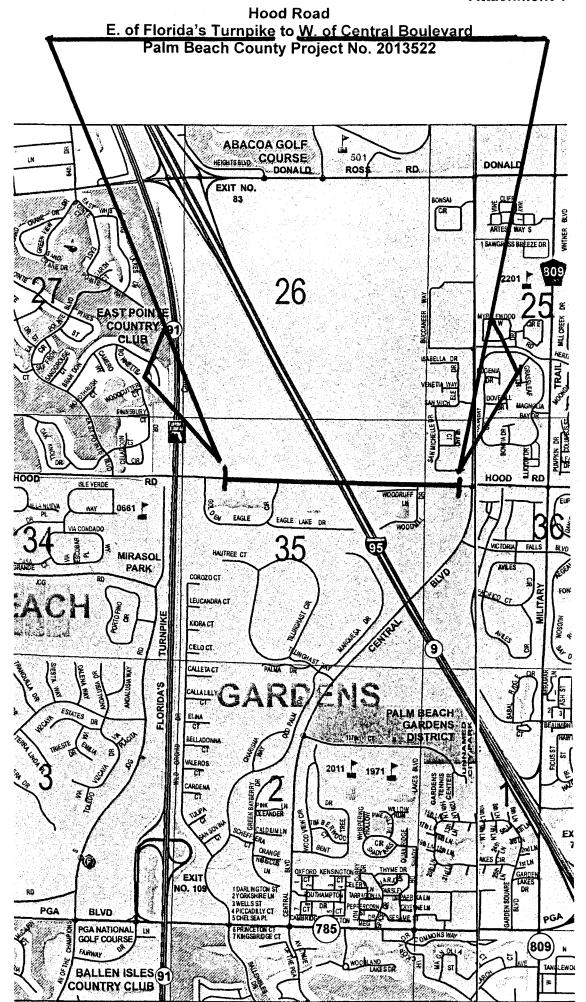
<b>A.</b> (	<b>DFMB</b>	Fiscal	and/or	Contract D	Dev. and	Control	Comments:
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B. Approved as to Form and Legal Sufficiency:

C. Other Department Review:

**Department Director** 

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



**LOCATION MAP** 

#### **ATTACHMENT 2**

# STANDARD FORM OF CONTRACT BETWEEN PALM BEACH COUNTY AND CONSULTANT FOR PROFESSIONAL SERVICES

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 study/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 Contract, 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 Contract, 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 Contract first written. It is specifically understood that the Page 1 of 15

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 study/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 study/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 Contract.

## 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 Contract. 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 study/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 study/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 Contract.
- 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 Contract 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 Contract 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 \$664,483.01 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 <u>3.0</u> 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 \$149,080.70 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 \$23,100.00 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 Contract and approval and acceptance of the plans by the **COUNTY**.

## 5.3. Other Provisions Concerning Payments

5.3.1. If this Contract 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 Contract 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 Contract 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 Contract. This Contract 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 Contract, 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. <u>DISCLOSURE AND OWNERSHIP OF DOCUMENTS</u>

- 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 Contract. 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 Contract 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 Contract and the consummation of the transactions contemplated hereby.

## 7.3 **Reuse of Documents**

Notwithstanding any breach of this Contract 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 Contract, 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. In addition, CONSULTANT agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this Contract. 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. <u>Professional Liability</u>

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. In addition, CONSULTANT agrees to notify COUNTY of any cancellation, non-renewal or material change taking place during the life of this Contract. The certificate of insurance shall be issued to

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

#### 7.4.8 <u>Umbrella or Excess Liability</u>

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 Contract 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 Contract 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 Contract. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract 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 Contract 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 Contract. 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 Contract shall be construed to give any rights or benefits in this Contract to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Contract 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 Contract. 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 Contract, 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.

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The CONSULTANT has committed to 22.00% for this Project.

The CONSULTANT agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, 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 Contract 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 contract 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 Contract.

The CONSULTANT further agrees to provide the SBE Office with a copy of the CONSULTANT'S contract 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 contract 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 contracts 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 Palm Beach County Code 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 contract and upon completion of the contract, 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 Contract.

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 Contract 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, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any interest shall be employed for said performance of services.

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 Contract.

#### 7.12. <u>Independent Contractor Relationship</u>

The CONSULTANT and subconsultants are, and shall be, in the performance of all work services and activities under this Contract, 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 Contract. 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 Contract.

#### 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 or termination of this Contract. 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 Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, 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 Contract 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 Contract. 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 in Palm Beach County Code Section 2-421-2-440, 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 **CONSULTANT**, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421-2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

## SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

#### 8.1 Federal & State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall <u>not</u> be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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 Contract.

- 8.2. The following Exhibits are attached to and made a part of this Contract.
- 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 Contract (consisting of pages 1 to 15, 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 Contract and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

## SECTION 9 - CRIMINAL HISTORY RECORDS CHECK

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 shall comply with the provisions of Chapter 2, Article IX of the Palm Beach County Code ("Criminal History Records Check" section). 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 this section of the Palm Beach County Code.

## 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.

## SECTION 14 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the contract and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of

fees paid to outside consultants. The COUNTY shall exercise its rights under this section within three (3) years following final payment.

#### **SECTION 15 - REMEDIES**

This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

No provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the COUNTY and/or CONSULTANT.

#### SECTION 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

## SECTION 17 - **CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

## SECTION 18 - PUBLIC ENTITY CRIMES

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

## SECTION 19 - MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall initiate a Contract Amendment and the CONSULTANT shall not commence work on any such change until such written amendment is signed by the CONSULTANT and approved and executed on behalf of Palm Beach County.

# SECTION 20 - SCRUTINIZED COMPANIES (when contract value is greater than \$1 million)

As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the COUNTY determines, using credible information available to the public, that a false certification has been submitted by CONSULTANT, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

IN WITNESS WHEREOF, the parties have made and exwritten.	ecuted this Contract as of the day and year first above
OWNER:  Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners:	CONSULTANT: Stanley Consultants, Inc.
BY:Steven L. Abrams, Mayor	BY: John Downes, P.E., Project Principal
SEAL	CORPORATE SEAL S
ATTEST: Sharon R. Bock, Clerk & Comptroller Circuit Court	ATTEST WITNESS:  BY: MARTHA J. BERGWEILER (Print Name)
BY:(Deputy Clerk)	(Signature)
APPROVED AS TO TERMS AND CONDITIONS:  BY: Dy Onch A. Furnand	BY: Joh R Ammunda (Print Name)  (Signature)
APPROVED AS TO FORM & LEGAL SUFFICIENCY:	
BY:Assistant County Attorney	

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EXHIBIT "A"

## Design Services for Hood Road Widening from E. of Florida's Turnpike to W. of Central Blvd Palm Beach County, Florida

Palm Beach County Project Number: 2013522

#### **PURPOSE**

The purpose of this Exhibit is to describe the scope of work and responsibilities of Stanley Consultants, Inc. (CONSULTANT) and the sub-consultant team members (K-F Group, Brown & Phillips and Tierra South Florida) with regard to the design and preparation of a complete set of construction contract plans, for improvements to Hood Road, described herein. The scope is prepared in accordance with Palm Beach County Thoroughfare Road Design Procedures. Palm Beach County (COUNTY) is the Client.

Project capacity improvements will involve widening the existing one-mile long 2-lane Hood Road project segment to a 4-lane divided urban arterial (from east of Florida's Turnpike to west of Central Boulevard) per Palm Beach County Thoroughfare Road Design Procedures. Improvements will also include the addition of a 2-lane bridge over I-95 adjacent to the existing 2-lane Hood Road Bridge (#930398). Other tasks include permitting, drainage, utilities, and development of a right-of-way procurement map for the project corridor.

Optional Services will be negotiated for the addition of mast arm signal design at two locations if developer needs and funding becomes available during the design phase. Optional Services will also include **Post Design Services** for this project.

The general objective is for the CONSULTANT to prepare a set of plans to be used by the Contractor to build the project, and by the COUNTY so that the project is built as designed and to specifications. Prior to initiating design phase, the CONSULTANT shall prepare a Bridge Feasibility Study/Report for the COUNTY. The intent of the study would be to determine the preferred location for the new bridge segment either on the north or south side of the existing Hood Road Bridge over I-95 and the overall proposed alignment of the widened Hood Road. A comparison between the two options will be presented in a report format along with a recommendation for the preferred option. The report recommendation will be supplemented with a project layout (plan view) depicting the proposed bridge and roadway alignment. The plan layout will be included as part of the feasibility study effort. The design will begin once concurrence is obtained from the COUNTY regarding the preferred option (north or south side bridge). Elements of work should include, but may not be limited to: roadways, structures, access points to adjacent developments, I-95 traffic control plans at proposed Hood Road bridge location, geotechnical testing, parcel surveys, right-of-way mapping, legal descriptions & sketches, drainage, signing and pavement markings, side street intersections, bridge under-deck lighting, replacement of impacted I-95 light poles, utility relocation/coordination, cost estimates, environmental/drainage permits, quantity computation books, meetings with stakeholders, and all necessary incidental items as listed and estimated in this scope of work. The Scope of Services establishes the applicable items described in the COUNTY's Thoroughfare Road Design Procedures, Typicals for Pavement Markings, Signing & Geometrics and Access Management Standards that are relevant to the accomplishment of the specific work under this contract. The scope also outlines which of the items of work will be the responsibility of the CONSULTANT or the COUNTY.

#### **PROJECT DESCRIPTION & SCOPE**

The Hood Road project corridor serves as an east-west connector within the City of Palm Beach Gardens, running parallel to Donald Ross Road (located north) and PGA Boulevard (located south). The 2-lane Hood Road segment currently extends from Jog Road (west) to Central Boulevard (east). The project limits for the proposed 4-lane divided section is from east of the Turnpike Bridge to west of Central Boulevard, tying in with the existing 4-lane section. Within the project limits, the existing Hood Road right-of-way (R/W) width varies from a typical 94 ft to a maximum 284 ft at the I-95 limited access R/W.

<u>Begin Limits</u>: The begin project limit east of Florida's Turnpike shall be located west of the *Franklin Academy* property. The four lane typical section would begin at that location and then transition back to the existing two lane roadway west of *Golden Eagle Circle W*. and prior to the bridge over Turnpike.

<u>End Limits</u>: The end project limits of the proposed 4-lane section will be located where the east bound dual left turn lanes begin at the west leg of Hood Road at its intersection with Central Boulevard, matching with the existing 4-lane section. The project length is approximately 1 mile.

There are five (5) key elements for the project needs:

- Acquisition of additional R/W as needed to provide a consistent 110 ft project R/W width.
- Widening of the existing rural 2-lane segment to an urban 4-lane divided segment.
- Adding a new bridge structure adjacent to the existing 2-lane bridge over I-95 either to the <u>north</u> <u>side</u> or to the <u>south side</u> to provide 2-lanes of directional traffic (eastbound or westbound).
- Developing a roadway alignment to conform to the new bridge structure location.
- Processing of Permits (construction permit with FDOT, District 4 regarding the proposed bridge structure over I-95 as well as necessary water control district permits).

The CONSULTANT shall be aware of the status of the ongoing developments on the south side of Hood Road as well as on the north side (*Briger Tract*) and become familiar with the approved master plan for the Planned Unit Developments (PUDs) commitments. During design, CONSULTANT shall provide coordination with the key stakeholders (City of Palm Beach Gardens, adjacent developments, FDOT, Palm Beach County, NPBCID, SFWMD and utility owners).

The following items are included in the scope of services:

## 1.0 Feasibility Study

A Bridge Feasibility Report (BFR) shall be prepared reviewing both the north side vs. south side bridge addition options and the resultant alignment impacts. A cost matrix considering different factors (bridge superstructure/substructure/foundation/abutment, wall type, maintenance of traffic, constructability, impacts to existing utilities/drainage) will be developed to allow a meaningful comparison of the two options.

## 2.0 Design Survey (by sub-consultant Brown & Phillips, Inc.)

<u>Horizontal Project Network Control:</u> Using information provided by CONSULTANT, Brown & Phillips will establish the proposed centerline alignment for Hood Road. A traverse will be run through the route and all found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control (NAD 83/90 Adjustment). Brown & Phillips will obtain all the sectional control information along the proposed route from the Palm Beach County Survey Department.

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#### Exhibit "A" - Page 3 of 15

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

<u>Baseline Layout</u>: The baseline will be laid out at 100-ft intervals, setting appropriate points at each station. The baseline will be laid out within the limits of the route. These baseline points will be used in the topographic and cross section phase to locate features and facilitate checks.

<u>Reference Points</u>: The baseline will be referenced at intervals not exceeding 1,400 ft along the route. These points will be used to replace disturbed baseline stations. Five (5) references are proposed to be set. A sheet will be provided showing baseline control and benchmarks to be included with the roadway plans.

<u>Section Ties and Property Ties</u>: Section corners and property corners will be tied in along the route to position the alignment of the proposed Hood Road. An adequate number of corners will be located to positively establish the current right of ways.

<u>Topography</u>: A topographic survey will be performed along the route. This survey will tie in all visible features such as, but not limited to, signs, light poles, guy wires, overhead wires, guardrails, utilities, walks, edge of pavement, curbing, drainage structures (including pipe size & invert elevations), top of bank, toe of slope, etc. Existing landscape installed and irrigation lines as marked or observed will be located. These locations will show all features within the corridor from proposed right of way to right of way extending to 25 ft outside the proposed right of way on both north and south sides of Hood Road. All buildings located within 50 ft of the existing right of way lines will be located. In addition, all above ground features along the intersecting I-95 roadway 400 ft north and south of Hood Road will be located.

<u>Cross Sections</u>: Cross sections will be done along the route at 100-ft intervals. The cross sections will cover the roadway to the right of way lines and extend to 25 ft outside of the proposed right of way on both north and south sides of Hood Road. Any additional changes in slope along the route will be tied in. Using the topographic information obtained, a TIN of the data will be created.

<u>As Builts</u>: Brown & Phillips will obtain any as-built information available on pipes leading out of any storm or sanitary sewer structures found. Where possible, rims, grates, invert elevations, pipe sizes, and materials for all pipes located, including outfall pipes will be determined. The COUNTY will clear structures if deemed necessary to accomplish this task.

<u>Underground Utilities</u>: Brown & Phillips will locate or set points for any necessary soil borings along the route. These points will be determined by others and supplied to Brown & Phillips, Inc. Brown & Phillips, will locate any underground utilities that are marked in the field (by others) as a result of contacting and coordinating with the Sunshine One Call system.

Existing Hood Road Bridge over I-95 Survey: A detailed drawing of the existing bridge structure will be completed with elevations and locations obtained. Elevations of abutments and bridge piers will be measured and topography under the bridge on I-95 will be obtained. In addition, Brown & Phillips will obtain elevations along both gutters every 30 ft from one approach slab beginning across the bridge to the other approach slab beginning.

<u>Tree Survey</u>: Brown & Phillips will locate all the planted trees (4" caliper size or greater) within the right of way. These will be shown on the CADD file with types and caliper sizes.

<u>Right-of-Way Procurement Map</u>: A Right-of-Way Procurement Map will be prepared to Palm Beach County thoroughfare design standards for the proposed alignment. Using the title package supplied by Palm Beach County, Brown & Phillips will establish the existing right-of-way and properties along the entire proposed route. A map showing the existing right-of-way and identifying any missing information will be submitted to the COUNTY for their review in hard copy and AutoCAD/Microstation digital files. The map will be updated based on COUNTY review comments and any additional information will be provided.

<u>Legal Descriptions and Sketches</u>: Brown & Phillips will prepare legal descriptions and sketches for each parcel from which right-of-way and temporary detention area are being acquired and for temporary construction easement (TCE), embankment easements (EE), and permanent construction easements (PCE). These sketches will be based on record ownership data and record plats provided by the COUNTY. All sketches will be consistent with the requirements of Palm Beach County and Florida Minimum Technical Standards.

<u>Closure</u>: A drawing will be produced which will show all the features located as described above. Brown & Phillips will provide the CONSULTANT with a Microstation file in the version requested. Any additional work will be done on an hourly basis as approved by the COUNTY.

#### 3.0 Project General Tasks

<u>Project Research</u>: The CONSULTANT shall perform research of existing planned unit development (PUD) and development of regional impact (DRI) documents for developments adjacent to the project for commitments regarding Right-of-way, Stormwater Management, Roadway Improvements, or any other commitments involving the interests of the COUNTY.

<u>Cost Estimates</u>: The CONSULTANT shall prepare the Engineer's Estimate of Probable Cost and provide it at 96% submittal phase. The Engineer's Estimate shall be adjusted and re-submitted at Final Submittal as a signed and sealed Final Cost Estimate.

<u>Contract Maintenance</u>: Includes project management effort for complete setup and maintenance of files, developing monthly progress reports, schedule updates, work effort to develop and execute CONSULTANT agreements, etc.

<u>Post Design Services:</u> Under Optional Services, post design services may include, but not limited to, meetings, construction assistance, plans revisions, shop drawing review, survey services and load ratings. Specific services will be negotiated as necessary as a contract amendment. Post Design Services are not intended for instances of CONSULTANT errors and/or omissions.

## 4.0 Roadway Analysis

The CONSULTANT shall analyze and document Roadway Tasks in accordance with all applicable COUNTY standards.

## 4.1 Typical Section Package

Early in the design the CONSULTANT shall provide a Typical Section Package for approval by the COUNTY prior to the 35% plans submittal.

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<u>4-lane divided urban roadway typical section:</u> Design will be based on the COUNTY's Thoroughfare Road Design Procedures, Typicals for Pavement Markings, Signing & Geometrics and Access Management Standards. Proposed typical section will utilize 110 ft R/W width with raised 32-ft median, 12-ft lanes, 4-ft undesignated bike lanes, 2-ft grass strip (between back of curb and sidewalk) and 15-ft border width. Sidewalk is proposed on the south side only, with a future meandering 12-ft sidewalk on the north side planned by others as part of the Parkway Corridor improvements.

<u>2-lane bridge typical section</u>: Design will be based on AASHTO standards. The new structure will mirror the horizontal alignment of the existing adjacent bridge with a gap in between. Typical section elements will consist of two 12-ft lanes, 6-ft shoulders, barrier wall and pedestrian path (caged) on one side. The existing bridge structure will also be retro-fitted to include a similar pedestrian cage/barrier wall.

#### 4.2 Pavement Design

The CONSULTANT shall incorporate standard Pavement Design approved by COUNTY.

#### 4.3 Access Management

The CONSULTANT shall develop a recommended access management plan for review and approval by the COUNTY. The plan will follow COUNTY access management standards for "100' Or Greater Right of Way Divided Arterial Roadway" classification category. The 35% plans will incorporate the access management plan. Deviations from the COUNTY's Adopted Access Management Standards shall be subject to review and approval by the COUNTY's Director of Traffic Division and a granting of a waiver. In the event of a waiver request denial, as Additional Services, the CONSULTANT shall submit a written appeal to the COUNTY providing justification to support the requested waiver. Any subsequent modifications to the approved access management and related changes to design footprint will be performed as Additional Services.

## 4.4 Horizontal/Vertical Master Design Files

The CONSULTANT shall design the geometrics using the standards as stated in the COUNTY Thoroughfare Road Design Procedures with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian/bicycle concerns, ADA requirements, access management and scope of work.

#### 4.5 Cross Section Design Files

The CONSULTANT shall establish and develop cross section design files in accordance with the COUNTY CADD requirements.

## 4.6 Traffic Control Analysis

The CONSULTANT shall design a safe and effective Traffic Control Plan (TCP) to move I-95 traffic during all phases of bridge construction over I-95. The design shall include construction phasing, detours, advance VMS, work zone signing and pavement markings. Positive drainage must be maintained at all times during Hood Road construction as part of Contractor's responsibility for providing TCP on Hood Road. The proposed I-95 TCP shall be prepared by the CONSULTANT designee certified for Work Zone Traffic Control Planning and Design as required by FDOT.

#### Exhibit "A" - Page 6 of 15

#### 4.7 Master TCP Design Files

The CONSULTANT shall prepare and process the proposed I-95 TCP for FDOT approval. The I-95 TCP is to be utilized by the Contractor as a reference for Bidding Purposes. The Contractor will be responsible for providing a full I-95 TCP per FDOT Standards, Signed and Sealed by a Florida Professional Engineer if the Contractor's choice is to deviate from the Contract documents.

#### 4.8 Design Report

The CONSULTANT shall prepare a Design Report to document existing project conditions and proposed roadway/bridge improvements. The initial Design Report will be submitted at 35% phase and updated during subsequent submittals. The Design Report will include design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

#### 4.9 Computation Book

The CONSULTANT shall prepare Computation Books (geometric, bridge, drainage & quantity) per COUNTY and FDOT requirements. This includes all efforts required to develop the sign/sealed Computation Books to be included at Final Submittal.

#### 4.10 Special Provisions

The CONSULTANT shall provide Special Provisions for items of work not covered by Standard Specifications. Special Provisions shall provide a description of work, materials, equipment and specific requirements, method of measurement and basis of payment. These provisions shall be submitted on disk in Word format.

#### 4.11 Field Reviews

Includes all trips required to obtain necessary data for all elements of the roadway analysis identified in this scope of work.

#### 4.12 Technical Meetings

Includes meetings with the COUNTY or other Agency staff, between disciplines and CONSULTANT, such as access management meetings, typical section design meetings, progress review meetings (phase review), and miscellaneous meetings necessary for all elements of the roadway analysis identified in this scope of work.

## 4.13 Quality Assurance/Quality Control

The CONSULTANT shall be responsible for the professional quality, technical accuracy and coordination of all surveys, designs, drawings, specifications and other services furnished by the CONSULTANT and sub-consultants under this contract.

#### Exhibit "A" - Page 7 of 15

#### 5. Roadway Plans

The CONSULTANT shall prepare Roadway, Drainage, Utility Adjustment Sheets, notes, and details as shown in Table 1 - Anticipated Plan Sheets. The plans should include the following sheets necessary to convey the intent and scope of the project for the purposes of construction.

- 5.1 Title Sheet
- 5.2 Summary of Pay Items Sheets (Including Quantity Input)
- 5.3 Drainage Map Sheet
- 5.4 Typical Section Sheet
- 5.5 General Notes/Pay Item Notes Sheet
- 5.6 Summary of Quantities Sheet
- 5.7 Reference Points
- 5.8 Summary of Drainage Structures Sheet
- 5.9 Stormwater Pollution Prevention Plan (SWPPP) Sheet
- 5.10 Plan/Profile Sheets
- 5.11 Back of Sidewalk Profile Sheets
- 5.12 Miscellaneous Detail Sheets
- 5.13 Drainage Structure Sheets (NOT APPLICABLE)
- 5.14 Miscellaneous Drainage Detail Sheets
- 5.15 Retention/Detention Ponds Detail Sheet
- 5.16 Retention/Detention Ponds Cross Sections Sheet
- 5.17 Roadway Soil Survey Sheet
- 5.18 Cross Sections
- 5.19 Traffic Control General Notes
- 5.20 I-95 Traffic Control Plan Sheets
- 5.21 I-95 Traffic Control Typical Section Sheets
- 5.22 Utility Adjustment Sheets (NOT APPLICABLE)
- 5.23 Utility Verification Sheet (Pothole Data) Sheets

TABLE 1 – Anticipated Plan Sheets & Submittal Items

	Phase			
	35%	65%	96%	100%
Title Sheet	Р	Р	С	F
Note to Reviewer Sheet (suggested)	Р	Р	С	N/A
Summary of Pay Items		Р	С	F
Drainage Map	Р	С	С	F
Typical Sections	С	С	F	F
General Notes/Pay Item Notes	Р	Р	С	F
Summary of Quantities			С	F
Summary of Quantities - Drainage Structures			С	F
Drainage Structure Sheets	N/A	N/A	N/A	N/A
Roadway Analysis (Geometrics)	Р	С	F	F
Roadway Plan and Profile (w/Utilities)	Р	С	F	F
Reference Points	Р	P	С	F
Intersection Layout/Detail	N/A	N/A	N/A	N/A
Special Detail		С	С	F
Drainage Design	Р	Р	С	F
Retention/Detention Ponds		Р	С	F
Retention Pond Cross Sections		Р	С	F
Roadway Soil Survey		Р	С	F
Cross Sections		Р	С	F
I-95 Traffic Control Plans		Р	С	F
Utility Adjustment Plans	N/A	N/A	N/A	N/A
Erosion Control Plan		Р	С	F
SWPPP		Р	С	F
Utility Verification (Pothole Data)		Р	С	F
Signing and Marking Analysis		Р	С	
Signing and Pavement Marking Plans		Р	С	F

# TABLE – Anticipated Plan Sheets & Submittal Items (cont'd)

	Phase			
	35%	65%	96%	100%
Signal Analysis	N/A	N/A	N/A	N/A
Signalization Plans	N/A	N/A	N/A	N/A
Lighting Analysis	N/A	N/A	N/A	N/A
Lighting Plans	N/A	N/A	N/A	N/A
Landscape/Irrigation/Hardscape Plans	N/A	N/A	N/A	N/A
Agreement with FDOT	Р	Р	С	F
Right-of-way Procurement Map	P	Р	С	F
Geometric Computation Book		Р	С	F
Drainage Computation Book		Р	С	F
Quantity Computation Book & Engrs Cost Estimate			С	F
Special Provisions			С	F
Permits	Р	Р	С	F

P = Preliminary C = Complete F = Final

## 6.0 Drainage Analysis (by sub-consultant K-F Group, Inc.)

This project consists of two drainage basins west of I-95 with a drainage divide located along the centerline of Hood Road. South of the centerline, west of I-95, the system will utilize existing inlets and pipes and continue to drain south into Westwood Gardens subdivision. North of the centerline, a temporary dry retention swale will be analyzed and designed to accommodate water quality treatment and broad-crested discharges into adjacent Scripps property for the 25-year 3-day design storm event. For the section of roadway east of I-95, it is recommended to utilize existing inlets and storm pipes to accommodate storm water runoff for the proposed roadway widening. Water quality treatment and quantity attenuation are provided through the water management system of Northern Palm Beach County Improvement District Unit Development 2 Sub-basin 3B. The drainage analysis will also include the sizing of roadway conveyance pipe system, pavement spread analysis using HEC-12 methodology, and the determination of the least environmental impact swale location and its associated cost estimates. The drainage analysis information will be submitted to the CONSULTANT and incorporated into the design plans.

<u>Permitting</u>: K-F Group shall coordinate and prepare all necessary drainage permit applications as required by the governing regulatory agencies. Sketches and submittal packages will be compiled and submitted in accordance with the requirements of the appropriate agency. K-F Group, Inc. shall not be responsible for any environmental issues associated with this project.

CONSULTANT shall furnish K-F Group the following for permitting purposes: Information necessary for the analysis and permitting purposes, including but not limited to available as-built construction plans and master/site plans, geotechnical investigation, R/W proof of ownership,

#### Exhibit "A" - Page 10 of 15

construction plans and environmental design related drawings, sketches, documentation, calculations and quantities, as required to complete the permit application packages. K-F Group, Inc. is not responsible for permit application fees.

K-F Group shall submit an evaluation of the storm water management system for the temporary dry retention swale for review at or prior to the 35% design phase submittal. The drainage design data will be submitted to the CONSULTANT for drafting and inclusion into the 65%, 96%, 100% design phase submittals and final submittal.

K-F Group will prepare and submit Drainage Design Documentation with design notes, reports, calculations and other related information required to document the drainage design.

#### 7.0 Utility Coordination

CONSULTANT shall prepare *Initial Utility Contact Plans*. These plans, including the approved typical section, shall be submitted to the COUNTY following receipt of the aerials from the COUNTY and after centerline, proposed right-of-way lines, and intersecting street names are shown. The COUNTY Utility Coordinator will determine which utilities should be contacted and will request two (2) sets of plans per Utility Company from the CONSULTANT. The COUNTY Traffic Division shall be included.

In an *Initial Contact Letter* (ICL), the COUNTY Utility Coordinator will request available as-builts and send Initial Utility Contact Plans to the utility owners, requiring one (1) set to be marked and returned within a maximum of thirty (30) calendar days, or a letter stating that the utility has no facilities within the limits of the project. The ICL shall include a statement that when pot holing is required, the utility will be responsible for uncovering their facilities for location by COUNTY and/or any non-destructive utility location services required. The ICL shall also request notification (and support documents) of any utility claims for reimbursement. The COUNTY Utility Coordinator shall forward the marked plans and As-Builts to the CONSULTANT within one week of receiving them from the Utility Companies.

The CONSULTANT will show existing utilities and proposed drainage in plan. The CONSULTANT will submit an Initial Utility Conflict Matrix (list of possible conflict points), a request for a pot holing meeting, and a set of utility pot hole coordination plans for each utility company.

The CONSULTANT shall attend the <u>First Utility Coordination Meeting</u> conducted by the COUNTY during which pot holing and survey date is set. The COUNTY Utility Coordinator will send letters to utility owners confirming the pot holing schedule. The Utility Company shall be responsible to pot hole underground utilities at possible conflict points within twenty (20) working days of the Utility Coordination Meeting. The CONSULTANT shall include all pot holing data received from the COUNTY in the 65% submittal plans. Between 65% and 96% submittal the CONSULTANT will determine the unavoidable points of conflict, update the Utility Conflict Matrix and provide the COUNTY with current plans. The COUNTY Utility Coordinator provides all utility companies with the above referenced plans and the updated Matrix ten (10) working days before the second utility coordination meeting.

The CONSULTANT, COUNTY Roadway Production Division staff, and the affected Utilities will conduct the <u>Second Utility Coordination Meeting</u> (Final Conflict Resolution) to address the updated Matrix and all unavoidable points of conflict. The CONSULTANT shall prepare meeting

minutes (identifying resolved items) and a final Utility Conflict Matrix, which will be submitted to the COUNTY who shall forward copies to each utility company.

After 96% submittal phase, the COUNTY Utility Coordinator will send out a Relocation Schedule document to all Utility Companies. Upon review and approval of 96% complete plans by COUNTY Roadway Production, the CONSULTANT shall advise the COUNTY Utility Coordinator that all requested changes have been incorporated in the plans and that the Final Utility Coordination Meeting should be conducted. The COUNTY Utility Coordinator shall send a complete set of roadway plans to the Utility Companies with a request to review for compliance with previous agreements, to identify all contingency items, and to attend a <u>Final Utility Coordination Meeting</u>. The CONSULTANT shall also attend this final meeting and record notes to be used in preparing the project construction specifications.

#### 8.0 Permits

It is the responsibility of the CONSULTANT and their sub-consultant K-F Group to:

- Identify the required drainage permits and prepare permit packages (K-F Group).
- Obtain COUNTY review of the plans and application before submitting to the permitting agencies and FDOT, District 4 (CONSULTANT)
- Prepare necessary documentation for permits including, but not limited to:
  - → Environmental Resource Permit (ERP) from SFWMD and NPBCID (K-F Group)
  - → FDOT Construction Permit for addition of bridge over I-95/I-95 TCP (CONSULTANT)
- Submittal of permit application to permitting agencies (CONSULTANT)

#### 9.0 Structures

<u>Structures Concrete Bridge</u>: The CONSULTANT shall prepare plans for a new Concrete Bridge adjacent to the existing Hood Road Bridge over I-95 based on current AASHTO design standards. *Items necessary for General Layout for Bridge Design and Plans*:

- Overall Bridge Final Geometry
- Expansion/Contraction Analysis
- General Plan and Elevation
- Construction Staging
- Approach Slab Plan and Details
- Miscellaneous Details

## For End Bent Design and Plans

- End Bent Geometry
- Wing wall Design and Geometry
- End Bent Structural Design
- End Bent Plan and Elevation
- End Bent Details

## For Pier Design and Plans

- Pier Geometry
- Pier Stability Analysis
- Pier Structural Design

## Exhibit "A" - Page 12 of 15

- Pier Plan and Elevation
- Pier Details

#### For Miscellaneous Substructure Design and Plans

- Foundation Layout
- Pile Data

## For Superstructure Deck Design and Plans

- Finish Grade Elevation (FGE) Calculation
- Finish Grade Elevations
- Bridge Deck Design
- Bridge Deck Reinforcing and Concrete Quantities
- Diaphragm Design
- Superstructure Plan
- Superstructure Section
- Miscellaneous Superstructure Details

## For Details Reinforcing Bar Lists

Preparation of Reinforcing Bar List

## For Simple Span Concrete Design

- Prestressed Beam
- Prestressed Beam Schedules
- Framing Plan

## For Load Rating

- Load Ratings (New and Existing Bridge)
- Load Rating Charts

# <u>Structures – Retaining Wall:</u> The CONSULTANT shall prepare plans for Retaining Wall(s) related to new bridge addition.

- Horizontal Wall Geometry Permanent Proprietary Walls
- Vertical Wall Geometry
- Semi-Standard Drawings
- Wall Plan and Elevations (Control Drawings)
- Details

Table 2 has a list of anticipated structural plan sheets through different phases:

**TABLE 2 – Anticipated Structural Plan Sheets** 

	Phase				
Bridge Plans	35%	65%	96%	100%	
Note to Reviewer Sheet (suggested)	Р	Р	С		
General Notes	С	F	F	F	
Superstructure Sections	F	F.	F	F	
General Plan and Elevation	P	С	F	F	
Construction Staging	Р	С	С	F	
Approach Slab Plan & Details	P	Р	С	F	
Miscellaneous Details	- <u>-</u>	Р	С	F	
Foundation Layout	P	С	F	F	
Pile Data	-	Р	С	F	
End Bent Plan and Elevation	P	С	F	F	
End Bent Details	-	Р	С	. F	
Pier Plan and Elevation	Р	С	F	F	
Pier Details	-	Р	С	F	
Finish Grade Elevations		Р	С	F	
Superstructure Plan	-	Р	С	F	
Framing Plan	-	Р	С	F	
Miscellaneous Superstructure Details	-	Р	С	F	
Prestressed Beam Schedule	-	Р	С	F	
Retaining Walls					
Semi-Standard Drawings	-	Р	С	F	
Wall Plan and Elevation	P	С	F	F	
Details	-	Р	С	F	

P = Preliminary

C = Complete

F = Final

## 10.0 Signing and Pavement Markings

The CONSULTANT will analyze and design signing and pavement markings in accordance with COUNTY's *Typicals for Pavement Markings, Signing & Geometrics*. Signing and pavement markings shall be determined during the design process starting after the 35% Plans Submittal.

## 11.0 Signalization

The CONSULTANT shall incorporate the proposed Temporary Signal system (by others) at the *Franklin Academy* entrance into the roadway plans as "existing to remain". If the future signals (by others) at Hood Road/Briger Access Road (east of Franklin Academy) and planned Parkside Drive (north of Woodmill Drive) are required during design phase, that effort will be added to the scope under Optional or Additional Services.

#### Exhibit "A" - Page 14 of 15

#### 12.0 Lighting

The CONSULTANT will include design for bridge under-deck lighting for both the existing and the new adjacent bridge structure over I-95. Also included is replacement of two I-95 light poles impacted by the addition of a new bridge structure over I-95.

#### 13.0 Landscape/Irrigation Design

No landscaping improvements will be included under this scope of services.

## 14.0 Geotechnical (by sub-consultant Tierra South Florida)

All work performed will be in general accordance with Palm Beach County and FDOT standards. For the proposed roadway widening and new bridge structure and based on the proposed 110 ft R/W, borings at 200 ft intervals are recommended along the proposed alignment. This will provide adequate insurance if muck is encountered within the corridor. The auger borings will be extended to depths ranging from 5 to 15 ft below existing grade. A total of five (5) Borehole Permeability (BHP) tests will also be performed to determine the hydraulic conductivity of the sub-soils for drainage improvements. Additionally, Tierra South Florida (TSF) will obtain six (6) pavement cores to determine the existing pavement thickness.

A total six (6) SPT borings will be performed for the proposed bridge widening. The SPT borings will be extended to depth of 125 ft below grade.

Borings and test locations will be approximately located in the field by our personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from topographic plans if furnished by others.

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

Upon completion of the field exploration, laboratory testing will be performed on selected samples. The study will be summarized in accordance with the FDOT's Soil and Foundation Manual. A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions, recommendations for embankment and pavement design, and a discussion of some construction considerations.

Optional Services (Mast Arms/MSE Walls): Two (2) Standard Penetration Test (SPT) borings will be performed for proposed signal mast arms at Briger Access Road and future Parkside Drive. The SPT borings will be extended to a depth of about 30 ft below existing grade. TSF will perform eight (8) SPT borings to depth of 40 ft for the proposed MSE wall on both sides of the proposed bridge. TSF will also include muck probes under optional services.

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## 15.0 Project Agreements

A Construction Permit Agreement between the COUNTY and FDOT District Four pertaining to the construction of the new bridge over I-95 and related I-95 MOT will be processed and executed. At 35% design phase, the CONSULTANT shall conduct an early coordination meeting with FDOT Palm Beach Operations - who will act as permitting liaison to FDOT District Four (Ft. Lauderdale). This will be followed up by the CONSULTANT with a separate meeting with key FDOT District Four Structural and Construction personnel in Ft. Lauderdale to discuss conceptual I-95 TCP and bridge improvements. This early coordination will provide a clear understanding of the FDOT construction permit requirements and expectations. The initial permit package will be submitted to FDOT for review at 65% submittal phase. An approved and fully executed permit/agreement between COUNTY and FDOT will be obtained prior to 100% submittal.

#### 16.0 Specifications

The CONSULTANT shall prepare special provisions for construction specifications if applicable.

## 17.0 Project Progress Report

The CONSULTANT shall provide a progress report of the project schedule for each phase submittal. The project report will include current project status and list of unresolved issues (if any). The report will also address the means of addressing these issues and reasons for delays.

#### 18.0 Submittals

The CONSULTANT shall provide the COUNTY sets of 11" x 17" design plans (using COUNTY Standards) for distribution, as follows:

- Phase I: 35% three (3) sets
- Phase II: 65% three (3) sets
- Phase III: 96% three (3) sets
- Phase IV: 100% three (3) sets
- Final Submittal one signed/sealed set; thirty (30) complete set of plans; one signed/sealed final cost estimate; summary of pay items (excel format) per COUNTY nomenclature; special provisions (word format); signed/sealed Computation Books; all permits required for project.

All phase plan submittals will be sent to the COUNTY Project Engineer, Project Manager and Director via email in pdf format.

All electronic (digital) files of Final Plans and specifications will be submitted to COUNTY on CD.

Drawings files will be provided in a fully functional *MicroStation V8i* (.dgn) software format, per COUNTY *CADD System Design Guidelines* and also plotted or scanned to an Adobe Acrobat (.pdf) format in individual sheets.

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EXHIBIT "B"



A Stanley Group Company
Engineering, Environmental and Construction Services - Worldwide

July 30, 2013

David Young, PE 2300 North Jog Road 3rd Floor West West Palm Beach, FL 33411

Dear Mr. Young:

Subject: Design Services for Hood Road Widening - E. of Florida's Turnpike to W. of Central Blvd

Palm Beach County Project No. 2013522

Proposed Fee Package

Attached please find the Stanley Consultants proposed fee package for Hood Road that also includes documents from sub-consultant team members, K-F Group (drainage analysis), Brown & Phillips (design survey & mapping) and Tierra South Florida (geotechnical services). The breakdown of fees is as follows:

Stanley Consultants (prime consultant) Basic Fee (Lump Sum):	× \$609,801.00
K-F Group (sub-consultant) Basic Fee (Lump Sum):	\$ 54,682.01
Total Basic Fee (Lump Sum)	<b>\$664,483.01</b>

Reimbursable

Brown & Phillips (sub-consultant) Fee (Design Survey): 
V \$ 44,714.50
Tierra South Florida (sub-consultant) Fee (Geotechnical): 
V \$ 93,555.00

Stanley Consultants: Printing (11x17 sheets), 3120 sheets x \$0.26/sheet: \$ 811.20 Stanley Consultants: Permit Fees (estimated) \$ 10,000.00

Stanley Consultants: Post Design Services (Roadway & Structures) \$23,100.00

Total Estimated Project Fee: \$836,663.71

We look forward to working on this project.

Sincerely,

Stanley Consultants, Inc.

Amin Ahmed, PE

Hood Road Widening (E. of Tpk to W. of Central Blvd)

Stanley Consultants, Inc.

County: County Project No.: Stanley Project No.: Palm Beach 2013522

7/30/2013

Stanley Project No.:	24843						773072013		
Task/Activity	Total Staff Hours	Project Manager	Sr. Project Engineer	Project Engineer	Sr. Designer	Sr. CADD Tech	Staff Hours By	Salary Cost By	Average Rate Per
	110010	\$60.00	\$63.00	\$50.00	\$40.00	\$30.00	Activity	Activity	Task
4. Roadway Analysis	1,050	126	105	336	221	262	1,050	\$47,675	\$45.40
5. Roadway Plans	<b>\</b> 679	68	34	163	143	271	679	\$28,222	\$41.56
6. Drainage Analysis	<b>√</b> 28	3 .	4	4	6	11	28	\$1,202	\$42.93
7. Utilities	_ 69	7		14	28	20	69	\$2,840	\$41.16
B. Environmental Permits, Compliance & Clearances		7	]	62	95		164	\$7,320	\$44.63
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	√ 309	6	56	130		117	309	\$13,898	\$44.98
10. Structures - Bridge Feasibility Report	124	5	2	60	47	10	124	\$5,606	\$45.21
11. Structures - Temporary Bridge									
2. Structures - Short Span Concrete Bridge								-	
3. Structures - Medium Span Concrete Bridge	∖ 1,252	25	275	376	200	376	1,252	\$56,905	\$45.45
4. Structures - Structural Steel Bridge									
5. Structures - Segmental Concrete Bridge					1				
6. Structures - Movable Span									
7. Structures - Retaining Walls	> 380	8	68	152	19	133	380	\$17,114	\$45.04
8. Structures - Miscellaneous	` 36	1	7	14		14	36	\$1,621	\$45.03
9. Signing & Pavement Marking Analysis	223	4		68	91	60	223	\$9,080	\$40.72
0. Signing & Pavement Marking Plans	` 122	2		24	44	52	122	\$4,640	\$38.03
1. Signalization Analysis	` 6	1		2	2	1	6	\$270	
2. Signalization Plans	<b>◯</b> 32	2	3	8	6	13	32	\$1,339	\$41.84
3. Lighting Analysis	92	5	5	37	37	8	92	\$4,185	\$45.49
24. Lighting Plans	> 36	. 2		7	7	20	36	\$1,350	\$37.50
Total Staff Hours	4,602	272	559	1,457	946	√ <sub>1,368</sub>	4,602		
Total Staff Cost	7	\$16,320.00	\$35,217.00	<b>\$72,850.00</b>	<b>\$37,840.00</b>	\$41,040.00		\$203,267.00	\$44.17

Check = \$203,267.00

Raw Labor \$203,267.00 Basic: Multiplier > 3.00 **\$609,801.00** Prime Consultant Fee (LS) Prime: Stanley Consultants, Inc. **\$54,682.01** Subconsultant: K-F Group, Inc. Drainage Analysis (LS) **\$664,483.01** Total Basic

Reimbursable:

**\$44,714.50** Subconsultant: Brown & Phillips, Inc. Design Survey > \$93,555.00 Subconsultant: Tierra South Florida, Inc. Geotechnical \$3,500.00 Prime: Stanley Est. Permit Fees Northern Palm Beach County Improvement District

South Florida Water Management District \$3,000.00 Florida Department of Transportation Prime: Stanley Printing (11x17 sheets) @ Total \$0.26 \$149,080.70

Prime: Stanley Post Design Services (Roadway & Structures)

\$23,100.00

\$3,500.00

\$811.20

TOTAL ESTIMATED PROJECT FEE

\$836,663,71

~ 3,0 mult pli

Exhibit "B" - Page 2 of 62

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	30	30	20 hrs (data + rdwy typical) + 10 hrs (bridge)
4.2	Pavement Design Package	LS	1	0	0	n/a
4.3	Access Management (AM)	LS	1	20	20	AM alts. Prepare/PBC Traffic review/approval. Waiver appeal - add'i svcs
4.4	Horizontal/Vertical Master Design Files	LS	1	360	360	includes utility conflict location identification and adjustments, analysis and design of elements for plan/profile geometry.
4.5	Cross Section Design Files	LS	1	120	120	to also account for bridge geometry and vertical profile (@100' spacing - 120 hrs/mile)
4.6	Traffic Control Analysis	LS	1	80	80	I-95 TCP for Hood Rd Bridge Addition, incl. temp. drainage analysis
4.7	Master TCP Design Files	LS	1	240	240	40 hrs /phase x 6 phases (two dir. Detours + four I-95 mainline)
4.8	Design Variations and Exceptions	LS	1	0	0	n/a
4.9	Roadway Geometric Comp Book (calcs)	LS	1	20	20	
4.10	Quantity Computation Book	LS	1	40	40	Roadway (Hood Rd) items and I-95 MOT items
4.11	Cost Estimate	LS	1	16	16	8 hrs (96% phase) + 8 hrs (Final - update)
4.12	Technical Special Provisions	LS	1	0	0	Optional Services
4.13	Other Roadway Analysis	LS	1	30 \	30	Develop Roadway/Bridge Plan Alt. for Feasibility Study Report
	Roadway Ana	lysis Te	chnical	Subtotal	956	
4.14	Field Reviews	LS	1	36	36	3 reviews x 3 persons x 4 hrs
4.15	Technical Meetings	LS	1	58	.58	Meetings are listed below
4.16	Quality Assurance/Quality Control	LS	%	0%	0	n/a
4.17	Independent Peer Review	LS	%	0%	0	n/a
4.18	Supervision	LS	%	0%	0	n/a
	Roadway Analysi	s Nonte	chnical S	Subtotal	V 94	
4.19	Coordination	LS	%	0%	0	
	4.1	Roadwa	y Analys	is Total	v 1050	

Total

Hours

Comments

Hours/

Unit

Units

Units

Exhibit
"B" -
- Page
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Technical Meetings					<del>_</del>
Typical Section	EA	1	6	6	Rdwy Typical w/PBC (PM & project engr attendance) (2 per. x 3 hr ea)
Pavement	EΑ	0	0	0	
Access Management	EA	1	6	6	mtg w/PBC Traffic (PM & Project Engr attendance - 3 hrs ea)
15% Line and Grade (Prel. Plans)	EA	1	6	6	mtg w/PBC Traffic (PM & Project Engr attendance - 3 hrs ea)
Driveways	EA	0	0	0	
Local Governments (cities, counties, MPO)	EΑ	3	6	18	PBG, NPBCID, FDOT Palm Beach Ops. (2 person @ 3 hrs ea)
Work Zone Traffic Control	EΑ	1	10	10	mtg w/FDOT D4 Const (I-95 MOT) PM & Proj. Engr attendance (2 per x 5 hr ea)
35/65/96/100% Comment Review Meetings	EA	4	3	12	w/PBC (PM attendance only) - mtg to discuss Comments/Responses
Other Meetings	EA	0	0 \	0	, , , , , , , , , , , , , , , , , , , ,
Subtotal Technical Meetings		.*		V 58	<u>-</u> -
Progress Meetings	EA	0	0	0	
Phase Review Meetings w/PBC	EA	0	0	0	
Total Meetings			<del></del>	∨ 58	= .
			C	arries to 4.	15

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Task

No.

Task

### **Project Activity 5: Roadway Plans**

Estimator: AA/RO/DH

Hood Road Widening 2013522

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	8	1	8	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	20	1	20	
5.3	Drainage Map		Sheet	2	20	2	40	2 sheet, w/Plan & Profile @ 200' scale
5.4	Interchange Drainage Map		Sheet	0	0	0	0	
5.5	Typical Section Sheets		Sheet	2	10	2	20	3 rdwy typical + 1 bridge typical
5.6	General Notes/Pay Item Notes		Sheet	1	20	1	20	
5.7	Summary of Quantities		Sheet	2	20	2	40	rdwy+ drainage structure summary of qtys.
5.8	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	
5.10	Supplementary Drainage Data Sheet		Sheet	1	30	1	30	drainage structure data
5.11	Optional Pipe/Culvert Material		Sheet	0	0	0	0	
5.12	Project Layout		Sheet	0	0	0	0	
5.13	Plan/Profile Sheet		Sheet	11	10	11	110	11 plan/profile sheets @ 40 scale, includes labeling for utility adjustments
5.14	Profile Sheet		Sheet	0	0	0	0	
5.15	Plan Sheet		Sheet	0	0	0	0	
5.16	Special Profile		Sheet	0	0	0	0	
5.17	Back of Sidewalk Profile Sheet		Sheet	0	0	0	0	
5.18	Interchange Layout Sheet		Sheet	0	0	0	0	
5.19	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	
5.20	Intersection Layout Details		Sheet	0	0	0	0	
5.21	Miscellaneous Detail Sheets		Sheet	0	0	0	0	

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# Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.22	Drainage Structure Sheet (Per Structure)		EA	0	0		0	N/A
5.23	Miscellaneous Drainage Detail Sheets		Sheet	1	20	1	20	Pond Control Structure
5.24	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	
5.25	Lateral Ditch Cross Sections		EA	0	0		0	
5.26	Retention/Detention Ponds Detail Sheet		Sheet	1	30	1	30	for temporary pond site
5.27	Retention Pond Cross Sections		EA	8	0.5		4	for temporary pond site
5.28	Cross-Section Pattern Sheet		Sheet	0	0	0	0	
5.29	Roadway Soil Survey Sheet		Sheet	1	2	1	2	to be provided by Tierra SF - incorporate in plan
5.30	Cross Sections		EA	54	0.5		27	
5.31	I-95 Traffic Control Plan Sheets (Panels)		Sheet	48	4	48	192	1 mile I-95:12 panels/sheets x four I-95 phases for bridge const. (beam setting, conc pour-deck, abutment, pier) & MLT detour plan (NB & SB)
5.32	Traffic Control Phasing Typical Sheets		Sheet	8	8		64	I-95 - both sides of Hood Rd at new bridge construction (2 typicals x 4 phases)
5.33	Traffic Control Detail Sheets		Sheet	1	8	1	8	Signage at PGA & Donald Ross, detour signs
5.34	Utility Adjustment Sheets		Sheet	0	0	0	0	N/A
5.35	Selective Clearing and Grubbing		Sheet	0	0	0	0	
5.36	Erosion Control Plan		Sheet	0	0	0	0	
5.37	SWPPP		Sheet	2	6	2	12	
5.38	Project Control Network Sheet		Sheet	1	2	1	2	Incorporate Reference Points sheet by B&P
5.39	Environmental Detail Sheets		LS	0	0		0	
5.40	Utility Verification Sheet (SUE Data)		Sheet	1	10	1 \	10	SUE data provided by PBC
		Roadwa	y Plans T	echnical	Subtotal	77	659	

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### Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.41	Quality Assurance/Quality Control		LS	%	0%		0	N/A
5.42	Supervision of Subconsultants		LS	%	3%		20	N/A
			5. Ro	adway P	ans Total	77	679	

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# **Project Activity 6: Drainage Analysis**

Estimator: n/a

Hood Road Widening 2013522

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Location	0	0	0	by KF Group
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	by KF Group
6.3	Design of Cross Drains	EA	0	0	0	by KF Group
6.4	Design of Roadway Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Outfalls	EA	0	0	0	
6.6	Design of Stormwater Management Facility (Offsite Pond)	EA	0	0	0	
6.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)	Per System	0	0	0	
6.8	Design of Flood Plain Compensation Area	Per Encroachment	0	0	0	
6.9	Design of Storm Drains	EA	0	0	0	
6.10	Optional Culvert Material	LS	0	0	0	
6.11	French Drain Systems	Per 1000 Feet of French Drain	0	0	0	
6.12	Drainage Wells	EA	0	0	0	
6.13	Drainage Design Documentation Report	LS	1	0	0	
6.14	Bridge Hydraulic Report	EA	0	0	0	
6.15	Temporary Drainage Analysis	LS	1	0	0	
6.16	Cost Estimate	LS	1	0	0	
6.17	Technical Special Provisions	LS	1	0	0	

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Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.18	Other Drainage Analysis	LS	. 1	0	0.	
		Drainage Analysis T	echnical	Subtotal	0	
6.19	Field Reviews	LS	1	8	8	Rdwy Design Engr w/KF Group
6.20	Technical Meetings	LS	1	20	20	Meetings are listed below
6.21	Quality Assurance/Quality Control	LS	%	0%	0	
6.22	Independent Peer Review	LS	%	0%	0	
6.23	Supervision	LS	%	0%	0	
	Drai	nage Analysis Nont	echnical	Subtotal	V 28	
6.24	Coordination	LS	%	0%	0	
	<b>L</b>	6. Draina	ge Analy:	sis Total	√ 28	

Technical Meetings					-
Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	0	0	0	
Agency	EA	2	4	8	PM attend w/KF Group
Local Governments (cities, counties)	EA	2	4	8	PM attend w/KF Group
FDOT Drainage	EA	1	4	4	PM attend w/KF Group
Other Meetings	EΑ	0	0	0	
Subtotal Technical Meetings				20	<del>.</del>
Progress Meetings (if required by FDOT)	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				20	=
-				Carries to	6.20

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	First Utility Coordination Meeting	LS	1	6	6	PM & designer attend at PBC (2 per.x 3 hr ea)
7.2	Identify Existing UAO(s)	LS	1	7	7	1 hr x 7 UAOs - provide to PBC Utility Coord.
7.3	Make Utility Contacts	LS	1	0	0	by PBC Utility Coordinator
7.4	Prepare Initial Utility Contact Plans	LS	1	16	16	prepare & provide pdf to PBC Utility Dept
7.5	Second Utility Coordination Meeting	LS	1	6	6	PM & designer attend at PBC (2 per.x 3 hr ea)
7.6	Individual/Field Meetings	LS	1	8	8	w/PBC Utility Coordinator (2 per.designer & PM)
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0	by PBC Utility Coordinator
7.8	Subordination of Easements Coordination	LS	1	0	0	by PBC Utility Coordinator
7.9	Final Utility Coordination Meeting	LS	1	6	6	PM & designer attend at PBC (2 per.x 3 hr ea)
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	1	0	0	by PBC Utility Coordinator
7.11	Utility Coordination/Followup	LS	1	20	20	with PBC Utility Coordinator
7.12	Utility Constructability Review	LS	1	0	0	by PBC Utility Coordinator
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	by PBC Utility Coordinator
7.17	Other Utilities	LS	1	0	, 0	
			7. Uti	lities Total	<b>√</b> 69	

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### **Project Activity 7: Utilities**

### **Technical Meetings**

Total Technical Meetings		4
Other Meetings	EA	0
Design Meeting	EA	0
Field Meetings	EA	1
Final Utility Coordination Meeting	EA	1
2nd Utility Coordination Meeting	EA	1
First Utility Coordination Meeting	EA	1

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#### Project Activity 8: Environmental Permits, Compliance and Clearances

Estimator:AA Updated 080818

Hood Road Widening 2013522

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.1	Preliminary Project Research	LS	1	0	0	
8.2	Complete Permit Involvement Form	LS	1	0	0	
8.3	Establish Wetland Jurisdictional Lines and Assessments	LS	1	20	20	
8.4	Agency Verification of Wetland Data	LS	1	20	20	for existing ditches and temporary pond
8.5	Complete And Submit All Required Permit Applications	LS	1	8	8	by K-F Group; coordination w/K-F Group
8.6	Prepare Dredge and Fill Sketches	LS	1	0	0	
8.7	Prepare USCG Permit Sketches	LS	1	0	0	
	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	
8.9	Prepare FDOT I-95 Construction/MOT Permit Application	LS	1	80	80	incl.prep.of sketches;address FDOT review comments
8.10	Prepare Tree Permit Information	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Mitigation Design	LS	1	0	0	
8.13	Environmental Clearancesand Technical Support	LS	1	0	0	
8.14	Environmental Clearances and Reevaluations	LS	1	0	0	
8.15	Other Environmental Permits	LS	1	0 \	0	
	Environmental Permits, Compliance and Clea	arances T	echnical	Subtotal	128	
8.16	Technical Meetings	LS	1	28	28	Meetings are listed below
8.17	Quality Assurance/Quality Control	LS	%	0%	0	
8.18	Supervision	LS	%	0%	0	
	Environmental Permits, Compliance and Clearan	ces Nont	echnical	Subtotal	V 28	
8.19	Coordination	LS	%	5%	8	coord with FDOT D4 , FDOT PB Ops (Bridge Const Permit) & local agencies (Env.)
	8. Environmental Permits, Compli	ance and	Clearand	ces Total	√ 164	

#### Project Activity 8: Environmental Permits, Compliance and Clearances

Task	No. of	Hours/ Total
No.	Task Units Units	Units Hours Comments

Phase Review Meetings	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Subtotal Technical Meetings				28	
Other Meetings	EA	0	0	0	
FDOT (Construction Permit)	EA	2	10	20	PM & Proj Engr attendance (2 per. X 5 hr ea
FFWCC	EA	0	0	0	
JSFWS	EA	0	0	0	
JSCG	EA	0	0	0	
ACOE	EA	1	4	4	for wetland verification and assessment
WMD	EA	1	4	4	for wetland verification and assessment

Carries to 8.16

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

### Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Estimator: Predrag M.

Hood Road Widening 2013522

Task	Task		Design	and Produ	uction Sta	affhours					
No.		Units	No. of Units	Hours per Unit	No. of Sheets	Total			Commen	ts	
	General Drawings										
9.1	Index of Drawings	Sheet	1	8	1	8					
9.2	Project Layout	Sheet	1	16	1	16					
9.3	General Notes and Bid Item Notes	Sheet	1	16	1	16					
9.4	Miscellaneous Common Details	Sheet	1	40	1	40					
9.5	Incorporate Report of Core Borings	Sheet	1	1	1	1					
9.6	Existing Bridge Plans	LS	1	16		16					-
9.7	Assemble Computation Book and Quantities	LS	1	20		20					
9.8	Cost Estimate	LS	1	16		16					
9.9	Technical Special Provisions	LS	0	0		0					
Stru	ctures - Summary and Miscellaneous and Drawings S				5	\ <sub>133</sub>					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1 (NEW)	1090	124	0	0	966	0	0	0		
10-16	Bridge 2 (EXIST)	286				286					
10-16	Bridge 3	0									
17	Retaining Walls	380							·	380	·
18	Miscellaneous Structures	36			· \						36
	Structures Technical Subtotals	1792	124	0	0	1252	0	0	0	380	36

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Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.10	Field Reviews	LS	1	16	16	2 field reviews (2 per.) @ 4 hrs each review (incl. travel, notes)
9.11	Technical Meetings	LS	1	60	60	Meetings are listed below
9.12	Quality Assurance/Quality Control	LS	%	0%	0	
9.13	Independent Peer Review	LS	%	0%	0	
9.14	Supervision	LS	%	0%	0	
	Structures Nontechnical S	ubtotal	-		76	
9.15	Coordination	LS	%	5%	100	w/FDOT D4 Structures Dept
	9. Structures - Summary and Miscell Tasks and Drawings Nontechni Coordinatio	cal and			√, 309	

Technical Meetings	·	·		<u> </u>	_
BDR Coordination/Review	EA	1	8	8	PM & Struct Engr at FDOT ( 2 per x 4 hr ea)
65/96/100% Comment Review	EA	3	4	12	FDOT D4 Structures comments (Struc Engr only)
Aesthetics Coordination	EΑ	1	8	8	PM & Struct Engr at FDOT (2 per x 4 hr ea)
Regulatory Agency	EA	0	0	0	
Local Governments (cities, counties)	EA	1	6	6	PBG, PBC (PM & Struc Engr) (2 per x 3 hr ea)
Utility Companies	EA	1	6	6	FPL - under deck lighting (PM & Struc Engr) (2 per x 3 hr ea)
Other Meetings	EA	2	4	. 8	3, (1)
Subtotal Technical Meetings				48	<del>-</del>
Progress Meetings	EA	0	0	0	
Phase Review Meetings	EA	3	4	12	w/PBC (Struc Engr only)
Total Meetings				60	<b>=</b>
				Carries to	9.11

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3.

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Hood Road Widening 2013522

Estimator: Predrag M.
Bridge Identifier (Number or Name):

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirement						
10.1	Bridge Geometry	LS	1	0		0	
10.2	Ship Impact Data Collection	LS	1	0		0	
10.3	Ship Impact Criteria	EA	0	0		0	
	Superstructure Alternatives						
10.4	Short Span Concrete Bridge	EA ALT	0	0		- 0	
10.5	Medium Span Concrete Bridge	EA ALT	0	0		0	
10.6	Long Span Concrete Bridge	EA ALT	0	0		0	
10.7	Structural Steel Bridge	EA ALT	0	0		0	
	Foundation & Substructure Alternatives	•					
10.8	Pier/Bent	EA Type	0	0		0	
10.9	Shallow Foundations	EA Type	0	0		0	
10.10	Deep Foundations	EA Foundation Type	0	0		0	
	Movable Span						
10.11	Data Collection and Design Criteria	LS	1	0		0	
10.12	Movable Span Geometrics and Clearances	LS	1	0		0	
10.13	Deck System Evaluation	LS	1	0		0	
10.14	Framing Plan Development	LS	. 1	0		0	
10.15	Main Girder Preliminary Design	LS	1	0		0	
10.16	Conceptual Span Balance/Counterweight	LS	1	0		0	

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### **Project Activity 10: Structures - Bridge Development Report**

Task No.	Task	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Add the following hours if 30% plans are th	e final delive	rable.				
10.36	General Notes Sheets	Sheet	0	0	0	0	
10.37	Plan and Elevation Sheets	Sheet	0	0	0	0	
10.38	Construction Staging	Sheet	0	0	0	0	
10.39	Superstructure Section Sheets	Sheet	0	0	0	0	
10.40	Substructure Sections Sheets	Sheet	0	0	0	0	
10.41	Movable Span - General Notes Sheets	Sheet	0	0	0	0	
10.42	Movable Span - Plan and Elevation Sheets	Sheet	0	0	0	0	
10.43	Movable Span - Clearance Diagram	Sheet	0	0	0	0	
10.44	Movable Span - Bascule Pier Layouts	Sheet	0	0	0	0	
10.45	Movable Span - Bascule Leaf Section	Sheet	0	0	0	0	
10.46	Movable Span - Bascule Leaf Framing Plan	Sheet	0	0	0	0	
10.47	Movable Span - Machinery Layouts	Sheet	0	0	0	0	
10.48	Movable Span - Control Logic Diagram	Sheet	0	0	0	0	· .
		30	% Plans	Subtotal	0	0	
	10. Structures - E	Bridge Feasib	ility Rep	ort Total	0	<b>\_124</b>	

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Estimator: Predrag M.
Bridge Identifier (Number or Name):

Hood Road Widening 2013522

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans						
13.1	Overall Bridge Final Geometry	LS	1	40		40	
13.2	Expansion/Contraction Analysis	EA Unit	2	8		16	
13.3	General Plan and Elevation	Sheet	1	40	1	40	
13.4	Construction Staging	Sheet	1	30	1	30	
13.5	Approach Slab Plan and Details	Sheet	1	30	1	30	
13.6	Miscellaneous Details	Sheet	1	10	1	10	expansion joint details
	End Bent Design and Plans						
13.7	End Bent Geometry	EA End Bent	2	10		20	
13.8	Wingwall Design and Geometry	EA End Bent	4	10		40	·
13.9	End Bent Structural Design	EA Design	2	30		60	
13.10	End Bent Plan and Elevation	Sheet	2	20	2	40	
13.11	End Bent Details	Sheet	2	20	2	40	
	Intermediate Bent Design and Plar	18					
13.12	Bent Geometry	EA Bent	0	0		0	
13.13	Bent Stability Analysis	EA Design	0	0		0	
13.14	Bent Structural Design	EA Design	0	0		0	
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	

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Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments	
	Continuous Concrete Girder Desig	n						
13.32	Section Properties	LS	1	0		0		
13.33	Material Properties	LS	1	0		0		
13.34	Construction Sequence	EA Unit	0	0		0		
13.35	Tendon Layouts	EA Unit	0	0		0		
13.36	Live Load Analysis	EA Unit	0	0		0		
13.37	Temperature Gradient	EA Unit	0	0		0		
13.38	Time Dependent Analysis	EA Unit	0	0		0		
13.39	Stress Summary	EA Unit	0	0		0		
13.40	Ultimate Moments	EA Unit	0	0		0		
13.41	Ultimate Shear	EA Unit	0	0		0		
13.42	Construction Loading	EA Unit	0	0		0		
13.43	Framing Plan	Sheet	0	0	0	0		
13.44	Girder Elevation, including Grouting Plan and Vent Locations	Sheet	0	0	0	0		LD)
13.45	Girder Details	Sheet	0	0	0	0		xhib
13.46	Erection Sequence	Sheet	0	0	0	0		Exhibit "B"
13.47	Splice Details	Sheet	0	0	0	0		1
13.48	Girder Deflections and Camber	Sheet	0	0	0	0		Page
	Simple Span Concrete Design							21
13.49	Prestressed Beam	EA Design	2	16		32		of 62
13.50	Prestressed Beam Schedules	Sheet	1	30	1	30		73
13.51	Framing Plan	Sheet	2	32	2	64		

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Load Rating						
13.52	Load Ratings	Per Beam	2	16		32	
	13. Structures - Medium	Span Conc	rete Brid	lge Total	23	V 966	

Estimator: Predrag M.
Bridge Identifier (Number or Name):

Hood Road Widening 2013522

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Layout Design and Plans						
13.1	Overall Bridge Final Geometry	LS	1	0		0	
13.2	Expansion/Contraction Analysis	EA Unit	0	0		0	
13.3	General Plan and Elevation	Sheet	1	36	1	36	
13.4	Construction Staging	Sheet	1	20	1	20	
13.5	Approach Slab Plan and Details	Sheet	0	0	0	0	
13.6	Miscellaneous Details	Sheet	0	0	0	0	
	End Bent Design and Plans						
13.7	End Bent Geometry	EA End Bent	0	0		0	
13.8	Wingwall Design and Geometry	EA End Bent	0	0		0	
13.9	End Bent Structural Design	EA Design	0	0		0	
13.10	End Bent Plan and Elevation	Sheet	0	0	0	0	
13.11	End Bent Details	Sheet	0	0	0	0	
	Intermediate Bent Design and Plans	3					
13.12	Bent Geometry	EA Bent	0	0		0	
13.13	Bent Stability Analysis	EA Design	0	0		0	
13.14	Bent Structural Design	EA Design	0	0		0	
13.15	Bent Plan and Elevation	Sheet	0	0	0	0	
13.16	Bent Details	Sheet	0	0	0	0	

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Pier Design and Plans						
13.17	Pier Geometry	EA Pier	0	0		0	
13.18	Pier Stability Analysis	EA Design	0	0		0	
13.19	Pier Structural Design	EA Design	0	0		0	
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	
13.21	Pier Details	Sheet	0	0	0	0	
	Miscellaneous Substructure Design	and Plans					
13.22	Foundation Layout	Sheet	0	0	0	0	
	Superstructure Deck Design and Pl	ans					
13.23	Finish Grade Elevation (FGE) Calculation	LS	0	0		0	
13.24	Finish Grade Elevations	Sheet	0	0	0	0	
13.25	Bridge Deck Design	EA Section	2	18		36	check the existing deck
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	2	8		16	
13.27	Diaphragm Design/Jacking Loads	EA Section	0	0		0	
13.28	Superstructure Plan	Sheet	1	32	1	32	
13.29	Superstructure Section	Sheet	1	20	1	20	
13.30	Miscellaneous Superstructure Details	Sheet	1	20	1	20	
	Reinforcing Bar Lists						
13.31	Preparation of Reinforcing Bar List	Sheet	1	10	1	10	

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Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	Load Rating						
13.52	Load Ratings	Per Beam	2	48		96	
	13. Structures - Medium	Span Conc	rete Bric	lge Total	6	<b>√286</b>	

## **Project Activity 17: Structures - Retaining Walls**

Estimator: Predrag M. Hood Road Widening 2013522

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
	General Requirements				1 2		
17.1	Key Sheet	Sheet	1	20	1	20	
17.2	Horizontal Wall Geometry	Per Wall	4	32		128	
	Permanent Proprietary Walls						
17.3	Vertical Wall Geometry	Per Wall	4	24		96	
17.4	Semi-Standard Drawings	Sheet	2	20	2	40	
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	4	20	4	80	
17.6	Details	Sheet	1	16	1	16	
	Temporary Proprietary Walls						
17.7	Vertical Wall Geometry	Per Wall	0	0		0	
17.8	Semi-Standard Drawings	Sheet	0	. 0	0	0	
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.10	Details	Sheet	0	0	0	0	
	Cast-in-Place Retaining Walls						
17.11	Design	EA Design	0	0		0	
17.12	Vertical Wall Geometry	EA Wall	0	0		0	
17.13	General Notes	Sheet	0	0	0	0	
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	
17.15	Sections and Details	Sheet	0	. 0	0	0	
17.16	Reinforcing Bar List	Sheet	0	0	0	0	

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Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	1	Comments
	Other Retaining Walls and Bulkheads						
17.17	Design	EA Design	0	0		0	
17.18	Vertical Wall Geometry	EA Wall	0	0		0	
17.19	General Notes, Tables and Misc. Details	Sheet	0	0	0	0	
17.20	Wall Plan and Elevations	Sheet	0	0	0	0	
17.21	Details	Sheet	0	0	0	0	
	17. Struc	tures - Retain	ing Wal	ls Total	8	380	

### Project Activity 18: Structures - Miscellaneous

Estimator:Predrag M.

Hood Road Widening 2013522

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments				
	Concrete Box Culvert										
18.1	Concrete Box Culverts	EA		0	0	0					
18.2	Concrete Box Culverts Extensions	EA Extension	0	0	0	0					
	Strain Poles										
		Initial Config	0	0	0	0					
18.3	Steel Strain Poles	EA Add'l Config	0	0	0	0					
18.4	Concrete Strain Poles	Initial Config	2	8	2	16	Run Atlas program for add'l signal heads at temp signal (Franklin Academy)				
10.4	Concrete Strain Poles	EA Add'l Config	0	0	0	0					
	Mast Arms										
18.5	Mast Arms	EA Pole	0	0		0					
	Overhead/Cantilever Sign Structures										
18.6	Cantilever Sign Structures	EA Design	0	0	0	0					
18.7	Overhead Span Sign Structures	EA Design	0	0	0	0					
18.8	Special (Long Span) Overhead Sign Structures	EA Design	0	0	0	0					
18.9	Monotube Overhead Sign Structure	EA Design	0	0	0	0					
18.10	Bridge Mounted Signs (Attached to Superstr.)	EA Design	1	20	1	20	Hood Road sign mounted on new bridge				
	High Mast Lighting										
18.11	High Mast Lighting Structures	EA Design	0	0	0	0					

### Project Activity 19: Signing and Pavement Marking Analysis

Estimator: AA

Hood Road Widening 2013522

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	n/a
19.2	No Passing Zone Study	LS	1	0	0	n/a
19.3	Reference and Master Design File	LS	1	128	128	40 hrs set up + 80 hrs/mile x 1.1 mile long project segment
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	optional services (for intx. of Briger Access Rd and Parkside Dr,)
19.5	Sign Panel Design Analysis	EA	5	3	15	For street name signs (Golden Eagle Cir, Mediterranean Dr, Woodmill Dr.), guide sign ( <i>Franklin Academy Next Signal</i> ) & bridge mounted sign (Hood Road) using Guide Sign program
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	
19.7	Quantities	LS	1	44	44	4 hours per sheet x 11 sheets
19.8	Computation Book	LS	1	0	0	n/a
19.9	Cost Estimate	LS	1	12	12	8 hrs (96% phase) + 4 hrs (Final - update)
19.10	Technical Special Provisions	LS	1	0	0	
19.11	Other Signing and Pavement Marking	LS	1	0	0	
	Signing and Pavement Marking Analy	sis Te	chnical	Subtotal	<b>\( )</b> 199	
19.12	Field Reviews	LS	1	4	4	
19.13	Technical Meetings	LS	1	16	16	Meetings are listed below
19.14	Quality Assurance/Quality Control	LS	%	0%	0	i · · · · · · · · · · · · · · · · · · ·
19.15	Independent Peer Review	LS	%	0%	0	
19.16	Supervision	LS	%	0%	0	
Sign	ing and Pavement Marking Analysis	Nonte	chnical s	Subtotal	V 20	<u> </u>
19.17	Coordination	LS	%	2%	4	w/PBC, City of PBG, FDOT

19	. Signing and Pavement Marking Analysis Total	V 223

	EΑ	_		10	for bridge mounted sign over I-95 w/FDOT (PM & Design Enr) (2 per x 5 hr e
Local Governments (cities counties)		0	0	0	<b>5</b> (- F (- F ) (- F )
Local Covernincing (cities, counties)	EΑ	1	6	6	w/City of PBG (PM & Design Engr - 2 per x 3 hr ea)
Other Meetings	EΑ	0	0	0	
Subtotal Technical Meetings				16	
Progress Meetings	EA	0	0	0	
Phase Review Meetings E	EA	0	0	0	

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

### **Project Activity 20: Signing and Pavement Marking Plans**

Estimator: AA

Hood Road Widening 2013522

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	8	1	8	
20.2	Summary of Pay Items Including CES Input		LS	1	0		0	
20.3	Tabulation of Quantities		Sheet	1	12	1	12	
20.4	General Notes/Pay Item Notes		Sheet	1	8	1	8	
20.5	Project Layout		Sheet	0	0	0	0	
20.6	Plan Sheet		Sheet	11	8	11	88	
20.7	Typical Details		EΑ	0	0		0	
20.8	Guide Sign Worksheet(s)		EA	1	4		4	for bridge mounted sign (Hood Rd)
20.9	Traffic Monitoring Site		EA	0	0		0	
20.10	Cross Sections		EA	0	0		0	
20.11	Special Service Point Details		EA	0	0		0	
20.12	Special Details		LS	1	0		0	
20.13	Interim Standards		LS	1	0		0	
	Signing and Pavement Ma	rking P	lans Te	chnical	Subtotal	14	120	
20.14	Quality Assurance/Quality Control		LS	%	0%		0	
20.15	Supervision		LS	%	2%		2	
	20. Signing and	Paveme	ent Mari	cing Pla	ns Total	14	122	

20 01 04

### **Project Activity 21: Signalization Analysis**

#### Estimator:AA

Hood Road Widening 2013522

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	1	0	0	
21.2	Traffic Data Analysis	PI	0	0	0	
21.3	Signal Warrant Study	LS	1	0	0	
21.4	System Timings	LS	1	0	0	
21.5	Reference and Master Signalization Design File	PI	0	0	0	Future signal at Briger Access Rd and Parkside Dr Opt Services
	Reference and Master Interconnect Communication Design File	LS	1	0	0	·
21.7	Overhead Street Name Sign Design	EA	0	0	0	
21.8	Pole Elevation Analysis	LS	1	0	0	
21.9	Traffic Signal Operation Report	LS	1	0	0	
21.10	Quantities	LS	1	0	0	
21.11	Cost Estimate	LS	1	0	0	
21.12	Technical Special Provisions	LS	1	0	0	
21.13	Other Signalization Analysis	LS	1	0	0	
	Signalization Analys	is Tec	hnical S	ubtotal	0	
21.14	Field Reviews	LS	1	0	0	
21.15	Technical Meetings	LS	1	6	6	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	0%	0	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	0%	0	
	Signalization Analysis N	lontec	nnical S	ubtotal	∨ <sub>6</sub>	

Task No.		Task
21.19	Coordination	

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.19	Coordination	LS	%	0%	0-	
	21. Signa	lizatio	n Analys	√ 6		

Technical Meetings				La di Lai	<u></u>
PBC Traffic (re:Temporary Signal @Franklin)	EA	1	6	6	PM & Signal Design Engr (2 per x 3 hr ea)
Power Company (service point coordination)	EA	0	0	0	
Maintaining Agency (cities, counties)	EA	0	0	Ó	
Railroads	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				6	
Progress Meetings	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings	<del> </del>	<del></del>		6	<b>=</b>
<b>G</b>			Car	rice to 2	1 15

Carries to 21.15

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	0	0	0	0	
22.2	Summary of Pay Items Including CES Input		Sheet	0	0	0	0	
22.3	Tabulation of Quantities		Sheet	0	0	0	0	
22.4	General Notes/Pay Item Notes		Sheet	0	0	0	0	
22.5	Plan Sheet		Sheet	1	8	1	8	Incorporate existing temp signal elements - poles, controller, span wire (by others) at Franklin in roadway plan
22.6	Interconnect Plans		Sheet	0	0	0	0	
22.7	Traffic Monitoring Site		EΑ	0	0		0	
22.8	Guide Sign Worksheet		EA	2	2		4	"Franklin Academy Next Signal" guide signs (2 ea) incorporate into plan sheets
22.9	Special Details		Sheet	1	20	1	20	new signal loops, lead-in wires, pull box, add'l signal heads, existing controller modification at Franklin Academy temp signal for proposed 4-lane approach (include in roadway plan)
22.10	Special Service Point Details		EA	0	0		0	
22.11	Mast Arm/Monotube Tabulation Sheet		PI	0	0		0	
22.12	Strain Pole Schedule		PI	0	0		0	
22.13	TCP Signal (Temporary)		EA	0	0		0	
22.14	Temporary Detection Sheet		PI	0	0		0	
22.15	Utility Conflict Sheet		Sheet	0	0	0	0	
22.16	Interim Standards		LS	1	0		0	
	Signalizat	ion Pla	ns Tecl	hnical S	ubtotal	2	√32	
22.17	Quality Assurance/Quality Control		LS	%	0%		0	
22.18	Supervision		LS	%	0%		0	
		22. Sig	nalizati	on Plan	s Total	2	32	

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	1	0	0	
23.2	Lighting Design Analysis Report	LS	1	30	30	for I-95 at Hood Rd revised light pole spacing - per FDOT
23.3	Aeronautical Evaluation	LS	1	0	0	
23.4	Voltage Drop Calculations	LS	1	0	0	
23.5	FDEP Coordination and Report	LS	1	0	0	
23.6	Reference and Master Design Files	LS	1	30	30	I-95 light poles & under-deck lighting design in rdwy/bridge plans
23.7	Temporary Lighting	LS	1	0	0	
23.8	Design Documentation	LS	1	0	0	
23.9	Quantities	LS	1	6	. 6	I-95 replacement light poles, underdeck lighting, pull box/conduit
23.10	Cost Estimate	LS	1	4	4	incorporate costs into overall estimate
23.11	Technical Special Provisions	LS	1	0	0	
23.12	Other Lighting Analysis	LS	1	0	0	
Lighting Analysis Technical Subtotal				ubtotal	√ 70	
23.13	Field Reviews	LS	1	4	4	
23.14	Technical Meetings	LS	1	16	16	
23.15	Quality Assurance/Quality Control	LS	%	0%	0	
23.16	Independent Peer Review	LS	%	0%	0	
23.17	Supervision	LS	%	0%	, O	
Lighting Analysis Nontechnical Subtotal				ubtotal	<b>√</b> 20	
23.18	Coordination	LS	%	2%	. 2	coordination with FDOT for I-95 and bridge underdeck lighting
	23. Lighting Analysis Total					

Technical Meetings					
FDOT I-95 Lighting	EA	1	10	10	PM & Lighting Engineer attendance at FDOT (2 per x 5 hr ea)
FDOT Traffic Design	EA	0	0	0	
Power Company (FPL)	EA	1	6	6	PM & Engr mtg w/FPL to discuss service point adjustment (2 per x 3 hrs ea)
Maintaining Agency (cities, counties)	EA	0	0	0	(2 - 2 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -
Airport authority	EA	0	0	0	
FDEP Lighting (coast areas)	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				16	
Progress Meetings	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				16	<b>=</b>

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Carries to 23.14

		· · · · · · · · · · · · · · · · · · ·	<del></del>	,	,			201352
Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	100	Comments
24.1	Key Sheet		Sheet	0	0	0	0	n/a - I-95 lighting to be incorporated in roadway plans
24.2	Summary of Pay Items Including CES Input		Sheet	0	0	0	0	
24.3	Tabulation of Quantities		Sheet	1	6	1	6	include lighting (I-95/under-deck) in rdwy summary of qtys sheet
24.4	General Notes/Pay Item Notes		Sheet	1	4	1	4	include lighting notes in rdwy general notes
24.5	Pole Data, Legend and Criteria		Sheet	1	6	1	6	for I-95 light poles - incorporate into rdwy summary sheet
24.6	Service Point Details		Sheet	1	6	1	6	provide servce point notes for I-95 light poles impacted and bridge under-deck lighting
24.7	Project Layout		Sheet	0	0	0	0	
24.8	Plan Sheet		Sheet	2	4	2	8	I-95 lighting/underdeck lighting in rdwy & bridge plan sheets
24.9	Special Details		Sheet	1	6	1	6	bridge under-deck lighting
24.10	Temporary Lighting Data and Details		Sheet	0	0	0	0	
24.11	Traffic Control Plan Sheets		Sheet	0	0	0	0	
24.12	Interim Standards		LS	1	0		0	
	Light	ing Plar	ns Tech	nical S	ubtotal	7	V 36	
24.13	Quality Assurance/Quality Control		LS	%	0%		0	
24.14	Supervision		LS	%	0%		0	
		24.	. Lighti	ng Plan	s Total	7	36	

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Westside Reprographics, Inc.

6470 Garden Road Riviera Beach, FL 33404

# Quote

Date	Quote #			
7/3/2013	0139			

Name / Address	
STANLEY CONSULTANTS 1641 WORTHINGTON RD SUITE 400 WEST PALM BCH,FL. 33409	

		Rep	Project
		27	
Description	Qty		Total
11 x 17 Black and White Copies + Sales Tax 8 1/2 x 11 Black And White Copies + Sales Tax			~ 0.26 0.16
es.			
		-	
• -	·		
	Tota	al	\$0.42

#### **ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT**

Name of Project:

Hood Road POST DESIGN

Palm Beach County

County: Project No.

2013522

Stanley Consultants, Inc. Stanley No. 24843 7/22/2013

Staff Classification	Total Staff Hours From "SH	Project Manager	Sr. Project Engineer	Project Engineer	Sr. Designer	SH By	Salary Cost By	Average Rate Per
	Summary -	\$60.00	\$63.00	\$50.00	\$40.00	Activity	Activity	Task
4. Roadway	<b>\</b> 60	30	0	30	0	60	\$3,300	\$55.00
6. Structures	80	40	0	40	0	80	\$4,400	\$55.00
Total Staff Hours	<b>\</b> 140	70	0	70	0	<b>∼</b> 140	ĺ	
Total Staff Cost		<b>\\$4,200.00</b>	\$0.00	×\$3,500.00	\$0.00		<b>\$7,700.00</b>	\$55.00

Check = \$7,700.00

RAW LABOR

\$7,700.00

MULTIPLIER

EST. POST DESIGN FEE (MLA)

3.00

\$23,100.00

Hood Road POST DESIGN 123456-1-32-01

		25.00 Sept. 2007	ject Ma eeting ( 3.1	1	1000	is Revis (EA) 1, 7.1, 8 10.1		Re 4.2, 5.	op Drav views ( 2, 6.2, 7 9.2, 10.:	EA) .2, 8.2,	In Res 4.3, 5.	equest formati olution 3, 6.3, 7 9.3, 10,	on (EA) .3, 8.3,	3.2, 4.	Review 4, 5.4, 6 4, 9.4, 1	.4, 7.4,	Total
Task No.	Task	No of Mtgs	Hours / Mtg	Total Hours		Hours / Unit	Total Hours		Hours / Unit				Total Hours		Hours / Unit		
3	General Task			0		4.75					<del></del>		\ \ \			0	\ 0
4	Roadway/Drainage	7.16			1	4	4		T	0	20	2	40	2	8	16	▶ 60
5	Utilities			200						0			0			0	0
6	Structures	1			1	4	4	6	4	24	20	2	V 40	2	6	<b>\</b> 12	80
7	Signing & Marking						0			0			0			0	0
8	Signalization						0			0			0			0	0
9	Lighting	İ					0			0			0			0	0
10	Landscape Architecture						0			0			0			0	0
																	140

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#### **Project Activity 4: Roadway and Drainage**

Estimator: AA

Hood Road POST DESIGN

Task No.	Task	Units	Comments
4.1	Plans Revisions		5% of plan sheets - 2 to 4 hours per sheet. Includes QA/QC, Supervision and Coordination. (4 hrs)
	Roadway Technical Subtotal		
4.2	Shop drawing reviews	EA	1 to 2 hours per review. (N/A)
4.3	Request for Information Resolution	EA	Estimate two RFI per month for 10 mo. 2 hour per RFI. (40 hrs)
4.4	Field Reviews	EA	(2 reviews x 2 per x 4 hrs ea) = (16 hours)
	Total Hours		60 hours

Shop drawing reviews
(list anticipated shop drawings)

N/A

EA EA EA

**Total Shop Drawings** 

N/A

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#### **Project Activity 6: Structures**

Estimator: P. Milosavljevic

Hood Road POST DESIGN

Task No.	Task	Units	Comments					
6.1	Plans Revisions	EA	5% of Structure plan sheets - 2 to 4 hours per sheet. (4 hrs x 1 sheet = 4 hours)					
	Structures Technical Subtotal							
6.2	Shop drawing reviews	EA	Fill in summary below. 2 to 6 hours per review. (4 hrs x 6 reviews = 24 hrs)					
6.3	Request for Information Resolution	EA	Estimate two per month for 10 mo. 2 hour per RFI. (40 hrs)					
6.4	Field Reviews	EA	(2 reviews x 2 per x 3 hrs/review = 12 hrs)					
	Total Hours	V	80 hours					

Sho	o drav	ving r	eviews

(list anticipated shop drawings)

1.0 Rebar Superstructure	EΑ	1
2.0 Rebar Substructure	EΑ	1
3.0 Girder	EΑ	1
4.0 Expansion joints	EΑ	1
5.0 Pedestrian Cage Enclosure	EΑ	1
6.0 MSE Walls	EΑ	1

Total Shop Drawings	6 FA

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CELEBRATING

CONSTRUCTOR

ENGINEERING A BETTER WORLD

## LIMITED POWER OF ATTORNEY

STANLEY CONSULTANTS, INC., (hereinafter called "Company"), a Corporation organized and existing under the laws of the State of Iowa, U.S.A., hereby makes, constitutes, and appoints John P. Downes as its true and lawful attorney, with the following powers and authority to transact and conduct in the name and on behalf of the Company, the following business affairs of the Company in the United States (hereinafter called "Territory"):

To sign the proposal, negotiate and sign the contract on behalf of Stanley Consultants, Inc. (Company), for Palm Beach County project titled "Hood Road from E. of Florida's Turnpike to W. of Central Boulevard, Project No. 2013522."

This power of attorney is nontransferable, and shall expire upon execution of contract, unless sooner revoked by written notice of Company. In any event, this power of attorney shall automatically be revoked at such time as said attorney ceases to be an employee of the Company.

IN WITH EACH THE PROPERTY OF THE STREET WITH THE STREET 
STANLEY CONSULTANTS, INC.

By: Koberts President

By: Nancy D. Elliott
Nancy D. Elliott, Secretary

STATE OF IOWA, MUSCATINE COUNTY, ss:

On this 30th day of July 2013, before the undersigned, a Notary Public in and for said County and State, personally appeared Gayle A. Roberts and Nancy D. Elliott, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, of said Corporation executing the within and foregoing instrument, that the seal affixed thereto is the seal of said Corporation, and that said instrument was signed and sealed on behalf of said Corporation by authority of its Board of Directors; and they acknowledged the execution of said instrument to be their voluntary act and deed as such officers of said Corporation, by it and by them voluntarily executed.

(SEAL)



Notary Public in and for the State of Iowa My Commission Expires: July 31, 2015



May 15, 2013

Mr. Amin Ahmed, P.E., Project Manager Stanley Consultants, Inc. 1641 Worthington Road, Suite 400 West Palm Beach, FL 33409

Re: Scope of Services
Hood Road (E. of Florida's Turnpike to W. of Central Boulevard)
Palm Beach County Project No. 2013522

Dear Mr. Ahmed,

K-F GROUP, INC. will be providing professional engineering services to Stanley Consultants, Inc. for the widening of Hood Road from East of Florida's Turnpike to West of Central Boulevard approximately one mile in total distance located in Palm Beach County, Florida. The services provided include but are not limited to the following:

- Drainage Analysis: This project consists of two drainage basins west of I-95 with drainage divide located along the centerline of the road. South of the centerline west of I-95 will utilize existing inlets and pipes and continue to drain south into Westwood Gardens subdivision. North of the centerline, K-F will analyze and design a temporary dry retention swale to accommodate water quality treatment and broad-crested discharges into adjacent Scripps property for 25 year 3 day design storm event. For the section of roadway east of I-95, K-F proposes to utilize existing inlets and storm pipes to accommodate storm water runoff for the proposed roadway widening. Water quality treatment and quantity attenuation are provided through the water management system of Northern Palm Beach County Improvement District Unit Development 2 Sub-basin 3B. This proposal also includes the sizing of roadway conveyance pipe system, pavement spread analysis using HEC-12 methodology, and the determination of the least environmental impact swale location and its associated cost estimates. The drainage analysis information will be submitted to Stanley Consultants, Inc. to be incorporated into design plans.
- Permitting: Coordinate and prepare all necessary drainage permit applications as required
  by the governing regulatory agencies. Sketches and submittal packages will be compiled
  and submitted in accordance with the requirements of the appropriate agency. K-F Group,
  Inc. shall not be responsible for any environmental issues associated with this project.
- Stanley Consultants, Inc. shall furnish the following for permitting purposes: All information necessary for the analysis and permitting purposes, including but not limited to as-built construction plans and master/site plans, geotechnical investigation, R/W proof of ownership, construction plans and environmental design related drawings, sketches, documentation, calculations and quantities, as required to complete the permit application packages. K-F Group, Inc. is not responsible for all permit application fees.

- Work Schedule: K-F GROUP, INC. shall submit an evaluation of the storm water management system for the temporary dry retention swale for review at or prior to the 35% design phase submittal. The drainage design data will be submitted to Stanley Consultants, Inc. for drafting and inclusion into the 65%, 96%, 100% design phase submittals and final submittal.
- Drainage Design Documentation: We will prepare and submit Drainage Design Documentation with design notes, reports, calculations and other related information required to document the drainage design.

If you have any questions, please do not hesitate to call me. Thank you.

Sincerely,

Hian C Kor, P.E. Principal

#### K-F GROUP, INC.

#### LUMP SUM FEE QUOTATION PROPOSAL

# <u>Description : Drainage Analysis and Drainage</u> <u>Permitting</u>

Pro	ect	No.	20	13	522	
-----	-----	-----	----	----	-----	--

Project Name: Hood Road (E. of FL's Turnpike to W. of Central Blvd.)

	PROJ MANA		SR. PR ENGIN		PRO ENGI	JECT NEER	SR. C		Basic Activity	Manhours	Average	Basic
No. / Activity	Man	Hourly	Man	Hourly	Man	Hourly	Man	Hourly	Dollar	Ву	Hourly	×
	Hour	Rate	Hour	Rate	Hour	Rate	Hour	Rate	Amount	Activity	Rate	Multiplier
DRAINAGE ANALYSIS	88	\$41.00	160	\$44.00	40	<b>\$33.00</b>	0	\$22.50	\$11,968.00	288	\$41.56	\$35,718.50
DRAINAGE PERMITTING	68	\$41.00	64	\$44.00	20	\$33.00	4	\$22.50	\$6,354.00	156	\$40.73	\$18,963.51
	<del>                                     </del>							-		ļ		
	<del></del>											
TOTAL MANHOURS	156		V 224		V 60		V 4		<b>√</b> \$18,322.00	444		\$54,682.01

\$6,396,00 \$9,856,00 \$1,980,00 \$90,00

TOTAL LUMP SUM FEE COMPUTATION

FEE SUBTOTAL RAW LABOR

Multiplier =

2.9845

\$18,322.00 \$54,682.01

K-F Group, Inc.

\$54,682.01

BASE FEE (LUMP SUM) K-F Group, Inc.

\$54,682.01

Total Base Fee (Lump Sum)

\$54,682.01

REIMBURSABLE K-F Group, Inc. (Printing)

\$0.00

Total Reimbursable

\$0.00

TOTAL PROJECT FEE

\$54,682.01

PREPARED BY : HIAN KOR, P.E.

2,9845 menply

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#### Project Activity 6: Drainage Analysis

Estimator: Hian Kor, P.E.

Hood Road from E. of Florida's Turnpike to W. of Central Blvd.

Task						2013522
No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Location	3	8	24	3 Basins
6.2	Pond Siting Analysis and Report	Per Basin	1	24	24	Location of Temporary Pond Site
6.3	Design of Cross Drains	EA	0	0	0	
6.4	Design of Roadway Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Outfalls	EA	3	4	12	3 Basins
6.6	Design of Stormwater Management Facility (Offsite Pond)	EA	1	56	56	1 Temporary Pond @ 40 Hrs. & 2 Existing Ponds @ 8 Hrs Each
6.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)	Per System	0	0	0	- THO COURT
6.8	Design of Flood Plain Compensation Area	Per Encroachment	0	0	0	i i
6.9	Design of Storm Drains	EA	30	3	90	Include Spread Analysis
6.10	Optional Culvert Material	LS	0	0	0	
6.11	French Drain Systems	Per 1000 Feet of French Drain	0	0	0	
6.12	Drainage Wells	EA	0	0	0	
6.13	Drainage Design Documentation Report	LS	1	40	40	
6.14	Bridge Hydraulic Report	EA	0	0	0	
6.15	Temporary Drainage Analysis	LS	1	0	0	
6.16	Cost Estimate	LS	1	8	8	
6.17	Technical Special Provisions	LS	1	0	0	

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#### Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.18	Other Drainage Analysis	LS	1	0	0	
		Drainage Analysis T	echnical	Subtotal	254	
6.19	Field Reviews	LS	1	8	8	
6.20	Technical Meetings	LS .	1	20	20	Meetings are listed below
6.21	Quality Assurance/Quality Control	LS	%	0%	0	
6.22	Independent Peer Review	LS	%	0%	0	
6.23	Supervision	LS	%	0%	0	
13/24	Drai	nage Analysis Nont	echnical	Subtotal	<b>V</b> 28	
6.24	Coordination	LS	%	2%	6	
		6. Draina	ge Analy	sis Total	V <sub>288</sub>	

Base Clearance Water Elevation	EA	n	O	n
Pond Siting	EA.	0	v	U
Agency (SFWMD, NPBCID)	FA	• 0	U	U
Local Governments (P.B. Gardens, County)		2	4	8
FDOT Drainage	EA	2	4	8
Other Meetings	EA	1	4	4
	EA	0	0	0
Subtotal Technical Meetings				20
Progress Meetings (if required by FDOT)	EA	0	n	n
Phase Review Meetings	EA	0	ō	Ö

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

K-F Hood Road Man Hour Estiamtes.xls 6. Drainage Analysis

# Project Activity 8: Environmental Permits, Compliance and Clearances

Estimator: Hian Kor, P.E.

Hood Road from E. of Florida's Tumpike to W. of Central Blvd.

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	201352: Comments
8.1	Preliminary Project Research	LS	1	8	8	Filtratic Control of the National Association (National Section 1994), The Property of the Control of the Contr
8.2	Complete Permit Involvement Form	LS	1	0	0	
8.3	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	
8.4	Agency Verification of Wetland Data	LS	1	0	0	
8.5	Complete And Submit All Required Permit Applications	LS	1	120	120	ERP (SFWMD, USCOE), NPBCID, P.B. Gardens, FDOT (Response to Comments)
8.6	Prepare Dredge and Fill Sketches	LS	1	8	8	Temporary Offsite Pond
8.7	Prepare USCG Permit Sketches	LS	1	0	0	
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	
8.10	Prepare Tree Permit Information	LS	1	0	0	
8.11	Mitigation Coordination and Meetings	LS	1	0	0	
8.12	Mitigation Design	LS	1	0	0	
8.13	Environmental Clearancesand Technical Support	LS	1	0	0	
8.14	Environmental Clearances and Reevaluations	LS	1	0	0	
8.15	Other Environmental Permits	LS	1	0	0	
	Environmental Permits, Compliance and Clea	rances T	echnical	Subtotal	V 136	
8.16	Technical Meetings	LS	1	17	17	Meetings are listed below
8.17	Quality Assurance/Quality Control	LS	%	0%	0	moduligo de note polor
8.18	Supervision	LS	%	0%	0	
12 (1) (3) 10 (1) (1)	Environmental Permits, Compliance and Clearan	ces Nont	echnical			
8.19	Coordination	LS	%	2%	3	
	8. Environmental Permits, Complia					

#### Project Activity 8: Environmental Permits, Compliance and Clearances

Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
				<del></del>	
Technical Meetings		egan er	tanitas	<u>Azīres</u> :	<u>.</u>
WMD	EA	2	4	8	
ACOE	EA	1	4	4	
USCG	EA	ó	o o	ò	
USFWS	EA	0	o o	ō	
FFWCC	EA	0	0	ō	
FDOT	EA	1	-5	5	
Other Meetings	EA	0	0	ō	
Subtotal Technical Meetings					
Progress Meetings	EA	0	0	0	
	EA	0	0	ō	

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3



July 29, 2013

Mr. Amin Ahmed, P.E. Stanley Consultants 1641 Worthington Road, Suite 400 West Palm Beach, FL 33409

Re: Hood Road – East side of Florida's Turnpike to 200' West of Central Boulevard Palm Beach County Project No. 2013522 - Roadway Design Survey

Dear Mr. Ahmed:

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

#### SCOPE OF SERVICES

### I. HORIZONTAL PROJECT NETWORK CONTROL

Using the information supplied by Stanley Consultants, we will establish the proposed centerline alignment for Hood Road. A traverse will be run through the route and all found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control (NAD 83/90 Adjustment). We will obtain all the sectional control information along the proposed route from the Palm Beach County Survey Department.

# II. VERTICAL PROJECT NETWORK CONTROL

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

#### III. BASELINE LAYOUT

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

#### IV. REFERENCE POINTS

We will reference the baseline at intervals not exceeding 1400 feet along the route. These points will be used to replace disturbed baseline stations. We propose to set five (5) references. We will provide a sheet showing baseline control and benchmarks to be included with the roadway plans.

Ahmed July 29, 2013 Page 2

#### V. SECTION TIES AND PROPERTY TIES

We will tie in section corners and property corners along the route to position the alignment of the proposed Hood Road. We will try to locate as many corners as possible to positively establish the current right of ways.

#### VI. TOPOGRAPHY

A topographic survey will be performed along the route. This survey will tie in all visible features such as, but not limited to, signs, light poles, guy wires, overhead wires, guardrails, utilities. walks, edge of pavement, curbing, drainage structures, top of bank, toe of slope, etc. Existing landscape installed and irrigation lines as marked or observed will be located. These locations will show all features within the corridor from right of way to right of way extending to 25 feet outside the proposed right of way on both north and south sides of Hood Road. We will locate all buildings located within 50 feet of the existing right of way lines. In addition, we will locate all above ground features along the intersecting I-95 roadway 400 feet north and south of Hood road.

#### VII. CROSS SECTIONS

Cross sections will be done along the route at 100-foot intervals. These cross sections will cover the roadway to the right of way lines and extend to 25 feet outside of the right of way on both north and south sides of Hood Road. Any additional changes in slope along the route will be tied in. Using the topographic information obtained, we will create a TIN of the data.

#### VIII ASBUILTS

We will attempt to get asbuilt information on all the pipes leading out of any storm or sanitary sewer structures found. Where possible, we will show rims, grates, invert elevations, pipe sizes, and materials for all pipes located including outfall pipes.

#### IX. UNDERGROUND UTILITIES

We will locate or set points for any necessary soil borings along the route. These points will be determined by others and supplied to Brown & Phillips, Inc. Brown & Phillips, Inc. will locate any underground utilities that are marked in the field (by others) as a result of contacting and coordinating with the Sunshine One Call system.

#### X. I-95 BRIDGE SURVEY

We will do a detailed drawing of the existing bridge structure and obtain elevations and locations. We will measure elevations of abutments, bridge piers and obtain topography under the bridge on I-95. In addition, we will obtain elevations along both gutters every 30'from one approach slab beginning across the bridge to the other approach slab beginning. The project will cover 200' northerly and southerly, along I-95 from the centerline of Hood Road and will include all above ground features, including four light poles just north and south of Hood Road Bridge as well as the ITS facility.

Ahmed July 29, 2013 Page 3

#### XI. TREE SURVEY

We will need to locate all the planted trees (4" caliper size or greater) within the right of way. These will be shown on the CADD file with types and caliper sizes.

#### XII. RIGHT-OF-WAY PROCUREMENT MAP

We will prepare a Right-of-Way Procurement Map to Palm Beach County thoroughfare design standards for the proposed alignment. Using the title package supplied by Palm Beach County, we will establish the existing right-of-way and properties along the entire proposed route. A map showing the existing right-of-way and identifying any missing information will be submitted to the County for their review in hard copy and AutoCAD and Microstation digital files. We will update the map based on County review comments and any additional information provided.

#### XIII. LEGAL DESCRIPTIONS AND SKETCHES

We will prepare legal descriptions and sketches for each parcel from which right-of-way and detention area are being acquired and for temporary construction easement (TCE), embankment easements (EE), and permanent construction easements (PCE). These sketches will be based on record ownership data and record plats provided by Palm Beach County. All sketches will be consistent with the requirements of Palm Beach County and Florida Minimum Technical Standards. We have estimated five (5) R/W parcels for this project at \$450.00 each totaling \$2,250.00.

#### XIV. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide Stanley Consultants with an AutoCAD and Microstation file in the version requested. Any additional work will be done on an hourly basis as approved by you. We will perform the scope of services for a lump sum fee of \$44,714.50 (\$44,964.50 for the survey less \$2,500.00 Persimmon Credit plus \$2,250.00 for legal descriptions and electhes), see Attachment 'A' for an hourly breakdown. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Brown & Phillips, Inc.	This Proposal accepted this day of, 201					
John Phillips, III, P.L.S. President	By:Stanley Consultants					
Attachment	Print Name:					
JEP/mb	Title:					



#### ATTACHMENT 'A'

#### Hood Road East side of Florida's Turnpike to 200' West of Central Boulevard

Type of Survey: Roadway Design Size: 7,000 +/- (6200 hood + 800 l-95) Date: July 29, 2013

TASK	3 MAN	4 MAN	CADD	SURVEY	PLS	COMMENTS
Meetings and Coordination	CREW	CREW	TECH	TECH	<u> </u>	
meetings and Cooldination					3	
Horizontal Project Network	14		<del> </del>	28	8	Establish control and
Control					"	review title
Vertical Project Network	16			4	<b></b>	Set benchmarks along
Control		<u> </u>			l	corridor
Baseline Layout	8			2		Layout baseline at 100' intervals
Reference Points	5			1	0.5	Set references 5 references
Section Ties	4		<u> </u>	1	1	Tie in PBCo. Horizontal
Subdivision & Property Ties	12					control
caccination at roperty ries	1 12	İ		2	1	Tie in adjoining property
Topography	48	<del> </del>	<del> </del>	10	2	corners Locate all above ground
	70			10	2	
Cross Sections	40	<u> </u>	<del> </del>	16	4	features (hedges, planters, etc) At 100' intervals to 25' outside
		ĺ		,,,		R/W - prepare tin file
Asbuilts	4			1		Asbuilt storm structures
Underground Utilities	8			2	ļ	l acora coll basis as and
9				-		Locate soil borings and marked utility
Special Surveys	<b></b>	36	<del></del>	6	2	Detail of structure over I-95
Bridge Survey & I-95 topo	[					topo 800' I-95
Tree Survey	32		15	4	2	Locate planted trees in R/W
					-	(approx 400 trees)
R/W Procurement Map			16	22	7	
CADD Base Drawing			38	6	3	Prepare CADD base drawing
Fotal Hours:	191	√ 36	V 69	<b>№</b> 105	√ 33.5	
Rate/Hour	\$125.00	<b>▶ \$150.00</b>	\$66.00	\$70.00	\$113.00	
	L,	l \		,	\	
Subtotal:	\$23,875.00	<b>*</b> \$5,400.00	\$4,554.00	\$7,350.00	\$3,785.50	
Fotal Labor Cost:			<u> </u>	L	L	\$44,964
ess Persimmon Credit:						
				<del></del>		-\$2,500
otal Adjusted Price:						\$42,464

Other Direct Costs:	guantity	<u>unit</u>	cost/unit	tota
Legal Description & Sketch	5	each	\$450.00	\$2,250.00
Prints		sheet	\$1.50	\$0.00
Shipping Total Other Direct Costs:	cost	x markup	1.20	\$0.00
COGI Ciner Direct Cogre				

TOTAL PRICE

\$2,250.00

Exhibit "B" - Page 57 of 62



July 29, 2013 July 12, 2013

Stanley Consultants 1641 Worthington Road, Suite 400 West Palm Beach, FL 33409

Attn: Mr. Amin Ahmed, P.E.

Project Manager

Re: Proposal for Geotechnical Services

Proposed Hood Road Widening from Turnpike to Central Boulevard

Palm Beach County, Florida

TSF Proposal No.: 1305-203 (Revised-2)

#### Dear Amin:

As requested, Tierra South Florida, Inc. (TSF) is pleased to submit this proposal for the above-referenced project. The proposal is based on information provided by Stanley Consultant. It is our understanding that the proposed Hood Road widening from Turnpike to Central Boulevard for a length of approximately 5,300 linear feet. This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

#### PROPOSED SCOPE OF WORK

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

#### Roadway:

- 1) A total twenty-six (26) roadway borings will be drilled along the proposed alignment. The auger borings will be extended to depths ranging from 5 to 15 feet below existing grade.
- 2) Perform muck evaluation.
- 3) A total of five (5) Borehole Permeability (BHP) tests will also be performed to determine the hydraulic conductivity of the subsoils for drainage improvements.
- 4) Obtain six (6) pavement cores to determine the existing pavement thickness.

#### **Bridge Widening:**

A total five (5) SPT borings will be performed for the proposed bridge widening. The SPT borings will be extended to depth of 125 feet below grade.

Stanley Consultants Proposal No. 1305-203 Page 2

Exhibit "B" - Page 58 of 62

#### **ESTIMATED FEES**

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

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

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

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consisting with good engineering practice.

#### SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting and permit approval). The fieldwork is expected to take about 3 weeks to complete. The written report for each Task can be submitted about 4 weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

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

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.

Raj Krishpasamy, P.E. Principal Engineer/President

Attachments: 1. Fee Estimate for Roadway Soil Survey

2. Fee Estimate for Bridge Widening

# Exhibit "B" - Page 59 of 62

#### ROADWAY

#### TIERRA SOUTH FLORIDA, INC.

l.	FIELD INVESTIGATION	Unit	# of Units		Unit Price		Total
	Mobilization of Men and Equipment Truck-Mounted Equipment	Trip	1	\$	<b>350.00</b>	\$	350.00
	Standard Penetration Test Borings (By Truck-Mounted Equipment) 0 - 50 ft depth						
	50 - 100 ft depth	L.F. L.F.	0 0	\$ \$	12.00 14.00	\$ \$	0.00 0.00
	Grout-Seal Boreholes (By Truck-Mounted Equipment)						
	0 - 50 ft depth 50 - 100 ft depth	L.F. L.F.	0	\$	<b>√</b> 5.50	\$	0.00
	·		0	\$	6.50	\$	0.00
	Casing Allowance (By Truck-Mounted Equipment)						
	0 - 50 ft depth	L.F.	0	\$	√ 7.00	\$	0.00
	50 - 100 ft depth	L.F.	0	\$	9.00	\$	0.00
	Rock Coring (Structures)						
	(By Truck-Mounted Equipment)						
	0 - 50 ft deep 50 - 100 ft deep	L.F. L.F.	0	\$	35.00	\$	0.00
	·	<b>L.</b> . □.	. 0	\$	40.00	\$	0.00
	Borehole Permeability Tests	Test	5	\$	275.00	\$	1,375.00
	Traffic Control (1-man crew with safety equipments)	Day	2	\$	1200.00	\$	2,400.00
	Auger Borings (Roadway)	L.F.	180	\$	<b>&gt;</b> 9.00	\$	1,620.00
	Borehole Logging	Hour	0	\$	<b>√</b> 65.00	\$	0.00
	Hand Muck Probes (2-man crew)	Hour	16	\$	√ 100.00	\$	<b>\</b> , 1,600.00
	Double Ring Infiltration Test	Test	0	\$	500.00	\$	0.00
	Pavement Cores, Asphalt	Each	6	\$	<b>→</b> 50.00	\$	300.00
	Asphalt Density & Thickness	Each	6	\$	> 25.00	\$	150.00
	Core Machine Rental	Day	1	\$	<b>400.00</b>	\$	<b>400.00</b>
11.	LABORATORY TESTING						
	Visual Examination by Project Engineer	Hour	10	\$	▶ 115.00	\$	1,150.00
	Natural Moisture Content Tests	Test	10	\$	<b>→</b> 20.00	\$	<b>\</b> 200.00
	Grain-Size Analysis - Full Gradation	Test	5	\$	> 75.00	\$	√ 375.00

#### Exhibit "B" - Page 60 of 62

#### ROADWAY

# TIERRA SOUTH FLORIDA, INC.

		Unit	# of Units	Unit Price	Total
	Grain-Size Analysis - Single Sieve	Test	0 \$	<b>\</b> 45.00	\$ 0.00
	Organic Content Tests	Test	5 \$	√ 50.00	\$ 250.00
	Atterberg Limit Tests	Test	0 \$	√ 80.00	\$ 0.00
	Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	0 . \$	√ 185.00	\$ 0.00
	LBR Test	Test	3 \$	<b>\</b> 275.00	\$ 825.00
III.	FIELD ENGINEERING AND TECHNICAL SERVI	CES			
	Site Recon./Utility Coordination/Traffic Control Sr. Engineering Technician	Hour	20 \$	65.00	\$ <b>1,300.00</b>
IIIA.	ENGINEERING AND TECHNICAL SERVICES				
	Principal Engineer	Hour	2 \$	145.00	\$ > 290.00
	Senior Geotechnical Engineer	Hour	10 \$	× 125.00	\$ <b>1,250.00</b>
	Project Engineer	Hour	30 \$	~ 115.00	\$ <b>3,450.00</b>
	Draftperson	Hour	10 \$	<b>∨</b> 60.00	\$ ➤ 600.00
	FDOT Comment Response	Hour	20 \$	<b>\( 145.00</b>	\$ 2,900.00
	TOTAL FEE FOR GEOT	ECHNICAL	SERVICES - Roady	way	\$ 20,785.00

2.45 multiples

#### BRIDGE

# Exhibit "B" - Page 61 of 62

#### TIERRA SOUTH FLORIDA, INC.

l.	FIELD INVESTIGATION	Unit	# of Units		Unit Price		Total
	Mobilization of Men and Equipment Truck-Mounted Equipment	Trip	1	\$	<b>350.00</b>	\$	> 350.00
	Standard Penetration Test Borings (By Truck-Mounted Equipment)						
	0 - 50 ft depth	L.F.	250	\$	<b>&gt;</b> 12.00	\$	3,000.00
	50 - 100 ft depth 100 -150 ft depth	L.F. L.F.	250 125	\$ \$	→ 14.00 18.00	\$ \$	> 3,500.00 > 2,250.00
	Grout-Seal Boreholes (By Truck-Mounted Equipment)						
	0 - 50 ft depth	L.F.	250	\$	> 5.50	æ	\ 4.27E.00
	50 - 100 ft depth	L.F.	250	\$	→ 6.50	\$ \$	√ 1,375.00     √ 1,625.00
	100 -150 ft depth	L.F.	125	\$	8.00	\$	1,000.00
	Casing Allowance (By Truck-Mounted Equipment)						
	0 - 50 ft depth	L.F.	250	\$	7.00	\$	<b>1,750.00</b>
	50 - 100 ft depth	L.F.	250	\$	9.00	\$	2,250.00
	100 -150 ft depth	L.F.	125	\$	12.00	\$	1,500.00
	Rock Coring (Structures) (By Truck-Mounted Equipment)						
	0 - 50 ft deep	L.F.	0	\$	35.00	\$	0.00
	50 - 100 ft deep	L.F.	0	\$	40.00	\$	0.00
	Borehole Permeability Tests	Test	0	\$	<b>&gt;</b> 275.00	\$	0.00
	Traffic Control	Day	5	\$	1200.00	\$	<b>6,000.00</b>
	(1-man crew with safety equipments)	Juj	3	Ψ	1200.00	Ψ	₹ 0,000.00
	Auger Borings (Roadway)	L.F.	0	\$	<b>&gt;</b> 9.00	\$	0.00
	Extra Spli Spoon	Each	138	\$	35.00	\$	4,830.00
	Hand Muck Probes (2-man crew)	Hour	0	\$	√ 100.00	\$	0.00
	Double Ring Infiltration Test	Test	0	\$	500.00	\$	0.00
	Pavement Cores, Asphalt	Each	0	\$	> 50.00	\$	0.00
	Asphalt Density & Thickness	Each	0	\$	> 25.00	\$	0.00
	Core Machine Rental	Day	0	\$	<b>400.00</b>	\$	0.00
II.	LABORATORY TESTING						
	Visual Examination by Project Engineer	Hour	12	\$	115.00	\$	<b>√</b> 1,380.00

#### BRIDGE

#### Exhibit "B" - Page 62 of 62

#### TIERRA SOUTH FLORIDA, INC.

	Natural Moisture Content Tests	Unit Test	# of Units 10	\$	Unit Price 20.00	\$	Total 200.00	
	Grain-Size Analysis - Full Gradation	Test	10	\$	√ 75.00	\$	750.00	
	Grain-Size Analysis - Single Sieve	Test	0	\$	45.00	\$	0.00	
	Organic Content Tests	Test	0	\$	> 50.00	\$	0.00	
	Atterberg Limit Tests	Test	0	\$	√ 80.00	\$	0.00	
	Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	6	\$	185.00	\$	1,110.00	
	LBR Test	Test	0	\$	× 275.00	\$	0.00	
III.	FIELD ENGINEERING AND TECHNICAL SER	VICES						
	Site Recon./Utility Coordination/Traffic Control							
	Sr. Engineering Technician	Hour	40	\$	<b>√</b> 65.00	\$	<b>&gt;</b> 2,600.00	
IIIA.	ENGINEERING AND TECHNICAL SERVICES							
	Principal Engineer	Hour	20	\$	√ 145.00	\$	× 2,900.00	
	Senior Geotechnical Engineer	Hour	60	\$	<sub>√</sub> 125.00	\$	7,500.00	
	Project Engineer	Hour	150	\$	115.00	\$	<b>17,250.00</b>	
	Draftperson	Hour	40	\$	60.00	\$	2,400.00	
	FDOT Comment Response	Hour	50	\$	√ 145.00	\$	<b>7,250.00</b>	
	TOTAL FEE FOR GEOTECHNICAL SERVICES - BRIDGE							

120, km 24.6 ~

#### Palm Beach County Engineering & Public Works Roadway Production

Exhibit "D" - Page 1 of 2

# PARTICIPATION FOR MWBE/SBE CONSULTANTS

Contract

Project Name: Hood Road from E. of Florida's Turnpike to W. of Central Boulevar

**Project Number:** 

Resolution Date:

2013522

**Prime Vendor:** Stanley Consultants, Inc.

**Resolution Number:** 

7/23/2013

Telephone: (561) 689-7444

Contact: John P Downes, P.E.

**Department:** Engineering & Public Works

#### **MINORITY SUBCONTRACTORS**

Minority	Type of Work	Contract Dollar Amount for Sub-Consultant							
Sub-Consultant	Performed	Black	Hispanic	Women	Other	White Male			
K-F Group, Inc.	* Martin to manning to approximate the second of the secon								
12773 W FOREST HILL BLVD STE 1	MWBE	0.00	0.00	0.00	0.00				
WELLINGTON, FL 33414 (561) 793-0605	SBE	0.00	0.00	0.00	54,682.01	0.00			
Brown & Phillips, Inc.	The second section of the second seco								
1860 OLD OKEECHOBEE ROAD, SUI WEST PALM BEACH, FL 33409	MWBE	0.00	0.00	0.00	0.00				
(561) 615-3988	SBE	47,214.50	0.00	0.00	0.00	0.00			
Tierra South Florida, Inc.	THE RESIDENCE OF THE PROPERTY								
2765 VISTA PKY STE 10	MWBE	0.00	0.00	0.00	0.00				
WEST PALM BEACH, FL 33411 (561) 687-8536	SBE	0.00	0.00	0.00	93,555.00	0.00			
	Total MWBE	0.00	0.00	0.00	0.00				
Total Contract Authorizaton \$839,163.71	n Percentage	0.00%	0.00%	0.00%	0.00%				
	Total SBE	47,214.50	0.00	0.00	148,237.01	0.00			
	Percentage	5.63%	0.00%	0.00%	17.66%	0.00%			

AC	CORÉ	)

#### CERTIFICATE OF LIABILITY INSURANCE

SCCOM-1 OP ID: CH

DATE (MM/DD/YYYY) 07/31/2013

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

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

certifica	te holder in lieu of such endorsement	s).		-	
PRODUCER Miller-Harr Insurance 100 W. Ser Muscatine	Services cond St. . IA 52761	Phone: 563-263-6044 Fax: 563-263-6667	CONTACT Cheryl Harless PHONE (A/C. No. Ext): 563-263-6044 E-KAIL ADDRESS: Cheryl@millerharrison.biz	FAX (A/C, No): 563-263	3-6667
Michael Harrison			INSURER(S) AFFORDING COVERAGE		NAIC#
			INSURER A : Phoenix Insurance Company	2	5623
Stanley Consultants, Inc.	Stanley Consultants, Inc.		INSURER B : Charter Oak Fire Ins. Co.	2	5615
	1641 Worthington Road #400 West Palm Beach, FL 33409		INSURER C: Travelers Property Cas.	2	5674
	110411 dill 200011, 1 2 00403		INSURER D: Continental Casualty Company	2	0443
			INSURER E :		
			INSURER F.		

COVERAGES

CERTIFICATE NUMBER:

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

INSR	The state of the s		SUBR	LIMITS SHOWN MAY HAVE BEEN					
LTR		INSR	WVD	POLICY NUMBER	POLICY EFF	(MM/DD/YYYY)	LIMIT	s	
A	GENERAL LIABILITY  X COMMERCIAL GENERAL LIABILITY	х		630-4885B479-TIL-13	01/01/2013		EACH OCCURRENCE DAMAGE TO RENTED	<b>3</b> 1,000,000	
	CLAIMS-MADE X OCCUR	`		3000004130112-13	01/01/2013	01/01/2014	PREMISES (Ea occurrence)	s 1,000,000	
1	CEAMS-MADE X OCCUR				ł		MED EXP (Any one person)	s 10,000	
ŀ							PERSONAL & ADV INJURY	s 1,000,000	
1		1					GENERAL AGGREGATE	\$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-						PRODUCTS - COMPIOP AGG	\$ 2,000,000	
<b></b>	AUTOMOBILE LIABILITY		<u> </u>		ļ			\$	
В	T	Ì		-	)		COMBINED SINGLE LIMIT (Ea accident)	s 1,000,000	
-	X ANY AUTO Y ALL OWNED SCHEDULED			810-4885B479-COF-13	01/01/2013	/01/2013   01/01/2014	BODILY INJURY (Per person)	\$	
1	AUTOS AUTOS	1	}		J		BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS					1	PROPERTY DAMAGE (Per accident)	\$	
<u> </u>	X UMBRELLA LIAB Y COOL	<u> </u>						\$	
c	A OCCUR						EACH OCCURRENCE	\$ 20,000,000	
	EXCESS LIAB CLAIMS-MADE			CUP-4885B479-TIL-13	01/01/2013	01/01/2014	AGGREGATE	\$ 20,000,000	
-	DED X RETENTION \$ 10,000 WORKERS COMPENSATION	L						\$	
В	AND EMPLOYERS' LIABILITY						X WC STATU- OTH- TORY LIMITS ER		
P	OFFICER/MEMBER EXCLUDED?	N/A	PVYBOUB-4885B47-9-13	PVYBOUB-4885B47-9-13 01/01/2013		PVYBOUB-4885B47-9-13 01/01/2013 01/0	01/01/2014	E.L. EACH ACCIDENT	\$ 1,000,000
	(Mandatory in NH) If yes, describe under						E.L. DISEASE - EA EMPLOYEE	ş 1,000,000	
_	DESCRIPTION OF OPERATIONS below					<u> </u>	E.L. DISEASE - POLICY LIMIT	s 1,000,000	
-	Professional			AEH 00 822 09 75	10/05/2012	10/05/2013	Per Claim	20,000,000	
	Liability			CLAIMS-MADE FORM			Aggregate	20,000,000	
ļ					ĺ				

For all projects with Palm Beach County. Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are included as additional insureds on the above general liability policy if required by written insured contract. Umbrella is following-form. 10 day cancellation applies on general liability, auto, umbrella, and workers compensation policies.

CER	TIFI	CAT	ЕΗ	OLI	DER

PALM002

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CANCELLATION

Palm Beach Co. Board of County Commissioners c/o Eng & Public Works 2300 N. Jog Road, 3rd Floor West Palm Beach, FL 33411-2745 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael Harrison

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#### THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

# BLANKET ADDITIONAL INSURED – WRITTEN CONTRACTS (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

 The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies. The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is limited as follows:

- c. In the event that the Limits of Insurance of this Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement shall not increase the limits of insurance described in Section III Limits Of Insurance.
- d. This insurance does not apply to the rendering of or failure to render any "professional services" or construction management errors or omissions.
- e. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "productscompleted operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured ap-

plies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and noncontributory basis, this insurance is primary to "other insurance" available to the additional insured which covers that person or organization as a named insured for such loss, and we will not share with that "other insurance". But this insurance provided to the additional insured still is excess over any valid and collectible "other insurance", whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any "other insurance".

 The following is added to SECTION IV - COM-MERCIAL GENERAL LIABILITY CONDITIONS:

#### **Duties Of An Additional Insured**

As a condition of coverage provided to the additional insured:

a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

#### COMMERCIAL GENERAL LIABILITY

- i. How, when and where the "occurrence" or offense took place;
- The names and addresses of any injured persons and witnesses; and
- The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
  - Immediately record the specifics of the claim or "suit" and the date received; and
  - ii. Notify us as soon as practicable.

The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- d. The additional insured must tender the defense and indemnity of any daim or "suit" to

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

The following is added to the **DEFINITIONS** Section:

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

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

Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents

Stanley Consultants, Inc.
POLICY NUMBER: 630-4885B479-TIL-13; 810-4885B479-COF-13
CUP-4885B479-TIL-13

ISSUE DATE: 01-01-13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

# DESIGNATED ENTITY - EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following: ALL COVERAGE PARTS INCLUDED IN THIS POLICY

#### **SCHEDULE**

CANCELLATION:

Number of Days Notice: 10

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 10

NAME:

Palm Beach County Board of County Commissioners

ADDRESS:

c/o Engineering & Public Works 2300 N. Jog Road, 3<sup>rd</sup> Floor West Palm Beach, FL 33411-2745

- A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any
- applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.



WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY ENDORSEMENT WC 99 06 11 (A)

POLICY NUMBER: PVYBOUB-4885B47-9-13

#### NOTICE OF CANCELLATION

Except for non-payment of premium by you, we agree that no cancellation or limitation of this policy shall become effective until the number of day's written notice specified in item 2 of the Schedule has been mailed to you and to the person or organization designated in item 1 of the Schedule at the address indicated.

SCHEDULE

1. Name:

Palm Beach County Board of County Commissioners

c/o Engineering & Public Works 2300 N. Jog Road, 3<sup>rd</sup> Floor West Palm Beach, FL 33411-2745

Address:

2. Number of Days Written Notice: 10 Additional Days

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Policy Na. PVYBOUB-4885B47-9-1 Endorsement No.
Inc.
Countersigned by Muhael Harris Endorsement Effective 01/01/13

Insured Stanley Consultants, Inc.

Insurance Company Charter Oak Fire

Countersigned by

Page 1 of 1



PROFESSIONAL LIABILITY ARCHITECTS/ENGINEERS

INSURED: SC COMPANIES, INC. Policy AEH 00-822-09-75

> MEMORANDUM OF INSURANCE ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY

Addressee:

Palm Beach County Board of County Commissioners c/o Engineering & Public Works P. O. Box 21229 West Palm Beach, FL 33416-1229

Name and Address of Insured:

Stanley Consultants, Inc. 1641 Worthington Road #400 West Palm Beach, FL 33409

**RETRO DATE 08/05/58** 

Policy Period:

October 5, 2012

to

October 5, 2013

Per Claim limit of liability (including claims expenses)
Aggregate limit of liability (including claims expenses) \$20,000,000 \$20,000,000

The policy provides contractual liability coverage for liability of others which the insured assumes under a written contract provided such liability is caused solely by the insured's negligent act, error or

In the event of the cancellation of the Insurance as shown herein, the Continental Casualty Company or its authorized representative will provide thirty (30) days prior written notice to the party to whom this certificate is addressed at the address stated herein. The mailing of such notice shall be sufficient proof of notice.

The above named insured has in force, on the date indicated below, a policy of professional liability insurance issued by the Continental Casualty Company with a limit of liability of not less than the amount indicated above.

Dated at: Chevy Chase, Maryland

Date: July 31, 2013

VICTOR O. SCHINNERER & CO.

James F. Willying

Authorized Representative

1-41249-A

