

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

Agenda Item No: 3-C-1

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 5, 2013	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
	<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Department:				
Submitted By:	Engineering & Public Works Department			
Submitted For:	Roadway Production Division			

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a contract in the amount of \$490,510.30 with Kimley-Horn and Associates, Inc. (KHA), for professional services for the Congress Avenue from north of Northlake Boulevard to Alternate A-1-A (S.R. 811) project (Project).

SUMMARY: Approval of this contract will provide the professional services necessary for the preparation of design plans and construction bid documents for the Project. KHA has offices in Palm Beach County. The Small Business Enterprise (SBE) goal for the project is 15%. KHA has committed to a 20.70% SBE participation for this Project.

District 1 (MRE)

Background and Justification: On September 6, 2012, the Consultant's Competitive Negotiations Act Selection Committee selected KHA and, in accordance with PPM No. CW-O-048, the Board of County Commissioners (Board) was notified of the selection on September 11, 2012. Palm Beach County now desires KHA to provide the professional services necessary for the preparation of design plans and construction bid documents for the Project. The fee, as detailed in Exhibit "B" of the attached contract, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$350,160.80	(Roadway Analysis and Plans, Drainage, Utilities, Environmental Permits).
Reimbursable Expenses (Not to Exceed)....	\$119,588.50	(Survey, Geotechnical, Permit Fees, Market Analysis, Real Estate and Appraisal).
Optional Services (Not to Exceed).....	<u>\$ 20,761.00</u>	(Survey, Geotechnical, Well Field Permit).
Total:	\$490,510.30	

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

Attachments:

1. Location Map
2. Contract with Exhibits "A", "B", "C", "D", and "E" and Certificate of Insurance (2)
3. Project Work Schedule

Recommended by: *[Signature]* 9/20/13
 Division Director Date

Approved By: *[Signature]* 10/10/13
 County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	\$686,731	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$686,731	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 3501 Dept 361 Unit 1369 Object 6505

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Zone 1 Fund
Congress Ave/Northlake to Alt. A1A

New Task Authorization

Basic Services	\$ 350,160.80
Reimbursable Services	\$ 119,588.50
Optional Services	\$ 20,761.00
Total	\$ 490,510.30

Staff Costs

Roadway Production	\$ 98,105.00
Right of Way	\$ 24,530.00
Survey	\$ 24,530.00
Traffic	\$ 49,055.00
Total Fiscal Impact	\$ 686,730.30

Note: Fiscal impact will be reduced by a \$250,000 FDOT/CIGP agreement submitted as a related agenda item. If not approved, this item will be funded with Zone 1 Impact Fees.

C. Departmental Fiscal Review: Alice Kovalainen

III. REVIEW COMMENTS

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

[Signature] 10/11/2013
OFMB RW
10/11

[Signature] 10/21/13
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

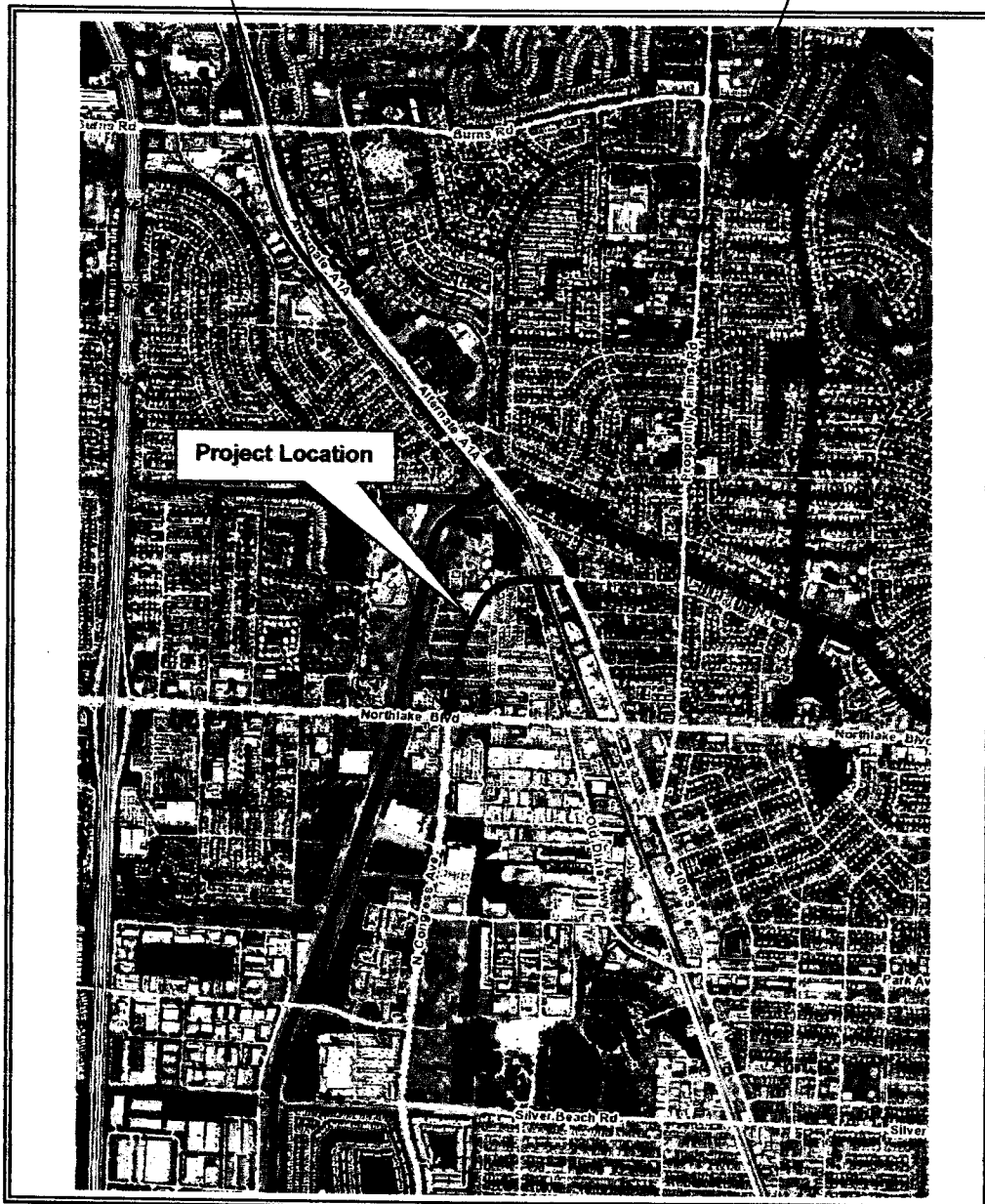
[Signature] 10/21/13
Assistant County Attorney

C. Other Department Review:

Department Director

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

**PROJECT LOCATION
CONGRESS AVENUE
FROM NORTHLAKE BLVD TO ALT. A-1-A
EXTENSION
PALM BEACH COUNTY PROJECT #2012517**



LOCATION MAP

ATTACHMENT 2

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

This is a Contract made as of _____, 2013 between **Palm Beach County (COUNTY)**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, and **Kimley-Horn and Associates, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at 1690 South Congress Avenue, Suite 100, Delray Beach, Florida 33445, and having Federal Tax I.D. #56-0885615. The COUNTY intends to construct a three lane roadway on **Congress Avenue from N. of Northlake Boulevard to Alternative A-1-A (S.R. 811), Project No. 2012517** (hereinafter called the **PROJECT**).

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 The CONSULTANT shall perform professional 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

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 \$350,160.80 for completion of the Basic Services set forth in Exhibits "A" and "B".

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

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

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

5.1.3. Reimbursable Expenses: The COUNTY will pay the CONSULTANT the actual costs of all reimbursable expenses incurred in the provision of these services when authorized in writing by the COUNTY. These expenses will not exceed \$119,588.50 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 \$20,761.00 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. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

7.2.1. Upon completion and acceptance of the final work, the CONSULTANT shall furnish to the COUNTY the original drawings, field notes and all documents and materials prepared by and for the COUNTY under this 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. **Professional Liability**

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

7.4.5. **Additional Insured**

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

7.4.6. **Waiver of Subrogation**

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

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

Prior to execution of this Contract, **CONSULTANT** shall deliver to the **COUNTY** a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. 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, 3rd Floor
West Palm Beach, FL 33411-2745

7.4.8 **Umbrella or Excess Liability**

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

7.4.9 **Right to Review**

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

7.5. **Indemnification**

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

7.6. **Controlling Law and Venue**

This 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 of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the **COUNTY**, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the **COUNTY** and the **CONSULTANT**.

7.7.2. Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this 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 20.70% 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. **Independent Contractor Relationship**

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 not 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 executed this Contract as of the day and year first above written.

OWNER:
Palm Beach County, a Political Subdivision
of the State of Florida, by and through its
Board of County Commissioners:

CONSULTANT:
Kimley-Horn and Associates, Inc.

BY: _____
Steven L. Abrams, Mayor

BY: *Marwan H. Mufleh*
Marwan H. Mufleh, P.E.,
Vice President

SEAL

CORPORATE SEAL



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

ATTEST WITNESS:

BY: LORRAINE ALT
(Print Name)

BY: _____
(Deputy Clerk)

Lorraine Alt
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: JEANINE WOLL
(Print Name)

BY: *BY/ Omeles A Fernandez*

Jeanine Woll
(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

EXHIBIT "A"

SCOPE OF SERVICES CONGRESS AVENUE FROM NORTLAKE BLVD. TO SR ALT. A1A

Palm Beach County Project Number: 2012517

December 12, 2012
Revised June 20, 2013

HBK

OK to proceed
the Row
8/7/13

I. DESCRIPTION AND BACKGROUND

The project is to extend Congress Avenue from its current terminus north of Northlake Blvd to SR Alt. A1A at the existing intersection with Richard Road. The project will be in two phases. Phase I will consist of a Right-of-way (ROW) Study and Phase II will consist of final engineering design and construction plans. The project length is approximately 0.6 miles.

The County prepared preliminary studies on this project previously and the Board of County Commissioners (BCC) approved the alignment from Northlake Blvd to Park Lane. Subsequent to that BCC approved the alignment from Park Lane to SR Alt. A1A with a provision to evaluate the details of the alignment and impact on the adjacent properties. This project will evaluate these alignment details as part of the ROW study.

II. PURPOSE

The purpose of this project is to perform a ROW study which will evaluate refinement of the Congress Avenue general alignment from Park Lane to SR Alt. A1A and to provide final engineering design and construction plans services for the entire project length from Northlake Blvd to Alt. A1A after receiving BCC approval.

III. OBJECTIVES

PHASE I ROW STUDY - The Consultant with his team of professionals (ROW Team) will prepare a ROW Study for the section of the project from Park Lane to Alt. A1A which will analyze two alternates, favoring the north, and the other favoring the south side of the corridor and identify in detail the location of the proposed ROW that is needed. The Consultant's ROW Team, will consist of a property appraiser, market analyst, certified public accountant (CPA), planner and traffic engineer in addition to roadway design engineers to perform the evaluation of the alignment alternatives.

Elements of work shall include:

1. Typical Section Analysis and Development

2. Horizontal alignment Analysis
3. Vertical Alignment Analysis
4. Preliminary design cross sections
5. Cost to Cure Evaluation including Access Management and traffic circulation.
6. Planning Services
7. Property Appraisal services
8. Market Analysis services
9. Business damage analysis estimation
10. ROW Team Impact Analysis Review
11. Preliminary Drainage Review
12. Preliminary Roadway Plan Exhibits
13. Cost Estimation
14. Public Meetings (optional services)
15. Survey Services
16. Study Reports and Deliverables

PHASE II FINAL ENGINEERING – After completion of Phase I services and selection of a preferred alternate, Consultant will prepare final engineering design and construction plans for the entire project from Northlake Blvd to SR Alt A1A in accordance with the Palm Beach County (County) Thoroughfare and Roadway Design Procedures, 2006. Phase II shall not begin without prior written authorization from Palm Beach County.

Elements of work shall include:

1. Typical Section Development
2. Horizontal Alignment Analysis
3. Vertical Alignment Analysis
4. Roadway Design and Plans
5. Drainage Design and Plans
6. Signing and pavement marking design and plans
7. Signalization and Plans
8. Erosion Control Plans
9. Horizontal Control Reference Sheets
10. Design Survey
11. Right-of-way procurement map
12. Limited Phase I Environmental Site Assessment
13. Environmental Services and Permitting
14. Cost Estimates
15. SR Alt. A1A (Optional Services)
16. Lighting Design (optional services)
17. Subsurface Utility Exploration
18. Initial Utility Coordination
19. Utility Relocation Design (optional services)
20. Signal Modification at Northlake Blvd (optional services)

21. Project Deliverables.

IV. SCOPE OF SERVICES

A. PHASE I ROW STUDY

Prepare a ROW study for the project from Park Lane to SR Alt. A1A. The study will consist of two alignment alternatives (locate alignment to the north, and south). Base horizontal geometry design layout on the County's previously selected 66' wide typical section. Modify the section at the approach to the SR Alt. A1A intersection. Based on County direction, avoid ROW acquisition from properties along SR Alt. A1A. The ROW Team will evaluate and estimate costs associated with the two alternatives. Address impacts to the affected mobile home park and businesses. Draw the horizontal alignment from Northlake to Park Lane per the previously approved alignment for the purpose of defining the beginning of the ROW study at Park Lane. Do not include the southerly alignment in the ROW study analysis (as related to development of concept plans, access, vertical alignment, drainage, cost to cure, etc.). Do not include design layout for SR Alt. A1A to accommodate a southbound right turn lane. Maintain a three lane cross section for the west leg of Congress Avenue at the SR Alt. A1A intersection. The scope is further detailed below.

1. Typical Section Analysis

Prepare and include in the study report a maximum of two typical sections for Congress Avenue. Assume design speed of 35 MPH for all design criteria. Submit typical sections to County for concurrence.

Deliverables:

- 2 typical section exhibits

2. Horizontal Alignment Analysis

Consider some variation from County Standards in order to reduce impacts on adjacent properties, such as intersection corner ROW chords. Identify a list of variations and provide to the County for review and concurrence.

Design and draw the complete conceptual horizontal alignment from Northlake Blvd. to SR Alt. A1A. Base the Northlake to Park Lane segment of the alignment on the County's previously approved alignment. Prepare conceptual design of two alignment alternatives; one alternative will contain ROW impacts to the north side and one to the south side. Show alternative alignments' relationship to existing Seacoast Utility Authority (SUA) wells and easements, especially near Park Lane. Analyze alignment impacts on mobile home park and businesses at the intersection with SR A1A. Provide conceptual design of access roads for SUA and residential properties on the north side of Richard Road and mobile home park. Analyze sight distance impacts on adjacent

properties due to sharp horizontal curvature. Consider ROW requirements for U-turn maneuvers. Provide initial design layout and provide to County for one review prior to ROW Team's assessment of impacts. After incorporation of County comments, alignments will be considered final and ready for ROW Team's detailed assessment. Design will be in accordance with Florida Greenbook standards Palm Beach County Thoroughfare design standards and standard typical No. T-P-10-001.

Deliverables:

- 3 Roll plots for initial alignments (2 alternatives)
- 3 Roll plots for final alignments (2 alternatives)

3. Vertical alignment Analysis

Design vertical alignment to assess impacts on adjacent properties. Analyze the segment from Park Lane to Alt. A1A due to the variation in existing grades and the need to tie to the railroad and SR Alt. A1A grades. Address impacts on the existing steep driveway at 9450 Old Dixie Highway. Submit vertical profile design to the County for review. After incorporation of County comments, vertical alignment design will be considered complete.

Deliverables:

- Roadway profile plot (initial and final)

4. Preliminary design cross sections

Prepare preliminary design cross sections for the segment from Park Lane to Alt. A1A to analyze the impacts of vertical alignment on adjacent properties due to the high ridge condition and grade variation. Assess impacts of the combined horizontal and vertical alignment on sight distance. Due to existing restrictions on vertical alignment, identify design criteria variations and provide a list to County for review and concurrence, such as use of comfort curve to shorten curve length near the railroad crossing.

Deliverables:

- Preliminary design cross section sheets at 50' intervals / or at driveway locations for each alternative.

5. Cost to Cure, Access Management and Traffic Circulation Analysis

After County's review of the proposed alignment alternatives, analyze impacts on three properties for each alignment alternative. Address impacts on parking, signs and property entrance throat depth. Consider partial versus complete take where applicable. Evaluate access management for the mobile home park and the sites' traffic circulation. Perform and document vehicle turning maneuvers utilizing AutoTurn software program where applicable. Consider ROW take for sight distance

especially on the inside of the horizontal curve and at the intersection with Old Dixie Highway. Prepare cure analysis for the following properties:

- Hi Acres Park LLC
- Lake Park Animal Medical Clinic and Acme Printing & Graphics, Inc.
- Live Oak Plaza

Submit initial cure scenarios to County for review.

The vacant property at southeast corner of Old Dixie Highway and Richard Road is currently going through site plan review and will be considered as vacant land for the purposes of the study.

Deliverables:

- Parcel exhibit of cure scenarios of three properties for each alignment alternative.

6. Planning Services

Planner will identify development code requirements of the jurisdictional municipalities (North Palm Beach, Palm Beach Garden and County) as related to the three impacted properties, such as setback, landscape buffer, parking and redevelopment requirements. Review impacts to the three properties for each of the alignment alternatives and coordinate with agencies regarding requirements for cure options. Coordinate with engineer and ROW Team on assessment of impacts to adjacent properties and cure scenarios. Obtain available information from building departments regarding existing impacted developments.

Deliverables:

- Summary of relevant development code standards and backup documentation
- Copies of available existing development plans.

7. Property Appraisal services

The Scope of the Analysis in this task is as follows:

Perform valuations of each property impacted by ROW acquisition. Analyze each of those properties and provided the following information:

- Estimated value of the part taken including land, site improvements and structures, either taken or impacted
- Damages associated with the real estate, if any, and potential cost-to-cure analysis if possible.

Gather and analyze sufficient sales and income data and other pertinent information in order to estimate the market values. The valuation process is typically accomplished via the three appraisal approaches to value, which are the Cost Approach, the Sales

Comparison or Market Data Approach and the Income Approach. This project includes residential, commercial, vacant and improved properties. All appropriate valuation processes will be considered within the analysis. It will be necessary to analyze each different property type and appropriate valuation process and comparables for each.

This project includes portions of a manufactured housing/ mobile home park. Acquisitions of manufactured housing/mobile home properties, like the one within this project, are regulated by Federal Statutes, including HUD requirements, and State Statutes. The analysis which will be provided will address the requirements of these Statutes, from a valuation, relocation and real estate appraisal standpoint. Additionally, any other requirements associated with the acquisition of the manufactured/mobile homes, which the appraiser is aware of, and which might impact this project, will be provided.

Perform up to three site inspections of the project and conduct up to five team meetings to compare analysis, share data and discuss issues with Team.

8. Market Analysis services

Our marketing analysis will provide estimates of how the proposed alternative right-of-way options will impact the permanent and temporary revenues of the affected businesses, based on the proposed cure scenarios. The projected percentage losses in revenue and customer patronage is utilized by the CPA in estimating business damages.

Our market analyst Team member will visit the properties involved, analyze the existing conditions and cure plans prepared by the engineer, and evaluate input from other experts and Team members, including the CPA, planner, real estate appraiser and others; attend Team meetings and conferences, and review and research appropriate background material. Market analyst will assist in identifying problems pertaining to each parcel, such as parking, signage, stacking, circulation and deliveries.

Deliverables:

- Summary memorandum of impacts for each property under each alternative.

9. Business damage analysis estimation

The scope of the analysis involves three commercial parcels. The CPA will analyze the impact of the takings and become familiar with the affected businesses in order to prepare estimates of the value of the business and possible potential business damages.

Deliverables:

- Summary report to address each impacted business under each alternative.

10. ROW Team Impact Analysis Review

Conduct a field review to obtain photographs and assess impacts of proposed design alternatives. Project Manager's engineer will calculate parent and take areas and provide to ROW Team and County. Provide ROW Team members and County with individual property exhibits to incorporate in their sections of the report. Project Manager will review and analyze results of individual ROW Team member's findings and collaborate to document conclusions. Conduct up to a maximum of two ROW Team meetings which may include County to coordinate the items listed below:

- Review initial data collection
- Establish analysis methodology
- Evaluate preliminary alignments and modifications
- Review cure scenarios and modifications
- Review of Study report and estimates

Deliverables:

- Property exhibits

11. Preliminary Drainage Review

Collect information regarding historical drainage flows, conduct preliminary review of roadway impacts on historical flows, especially for the mobile home park.

Deliverables:

- Summary of drainage observations

12. Preliminary Roadway Plan Exhibits

Review survey and title search results as prepared by surveyor and submit to County. Coordinate discrepancies and missing ROW information with County. Prepare a roadway base map based on survey and title information to be used for all design alternatives. Prepare the following plan sheets and provide to Team and County for review.

Deliverables:

- Alignment plan exhibits for the alignment alternatives. Prepare roll plots for meetings and reviews and smaller version plan sheets for the study report
- Conceptual vertical alignment exhibits
- Preliminary cross sections sheets
- Typical sections
- Individual impacted property exhibits

- Cost to cure exhibits

13. Cost Estimation

Prepare an initial opinion of probable construction cost estimate which includes property acquisition, potential business damage and cure costs. Provide estimate to County and revise once based on their review comments.

Deliverables:

- Opinion of probable construction cost estimate

14. Public Meetings (Optional Service)

Attend one public or BCC meeting. Prepare one large roll plot exhibit of each alternative for the meeting. Mount plots on boards. County will be responsible for all other meeting preparations.

Deliverables:

- 3 board exhibits of final alignment

15. Survey Services

Consultant's survey subconsultant will provide the survey services as shown in the attached survey proposal.

16. Study Reports

Prepare a draft ROW Study report to summarize the findings of the Study. Compile information and analysis from ROW Team to include in the report. Include executive summary; exhibits of plans; cure scenarios; brief description of each alignment alternative; brief description of each property's cure scenarios and conclusion and recommendation. Include as attachments, summary of CPA analysis; summary of market analyst analysis; summary table of each alternative listing properties impacted along with their cure scenario, property acquisition and potential business damage costs and cost estimates.

Deliverables:

- Draft and final Study report

17. Cost to Cure Alternatives (optional services)

Additional cure solutions may be negotiated at a later time if required.

B. PHASE II FINAL ENGINEERING

This phase requires separate written authorization from Palm Beach County prior to commencement. After completion of Phase I, prepare 35% phase submittal based on Phase I typical sections and alignment.

The Consultant will prepare final engineering design and construction plans for the entire project from Northlake Blvd to SR Alt. A1A in accordance with the Palm Beach County (County) Thoroughfare and Roadway Design Procedures, 2006. In addition to roadway design plans the scope also includes signing and pavement marking and signal plans. Lighting plans, however, are not included in the scope of services. Completion of Phase I services will identify the specific scope of services for Phase II. However, at this time Phase II scope is detailed below based on certain assumptions such as maintaining the previously accepted alignment south of Park Lane, extent of design effort south of Northlake Blvd, extent of drainage design, limits of side street reconstruction, utility impacts and relocation and number of plan sheets, . If assumptions change, the scope will be amended at that time.

1. Typical Section Development

Coordinate through the County with the land owner of vacated parcels south of SUA regarding typical sections. Use County's standard pavement design for all sections.

2. Horizontal Alignment Analysis

Coordinate through the County with the land owner of vacated parcels south of SUA regarding selected alignment. Identify access locations and U-turn bays along alignment. Design superelevation curvature for horizontal curves. Revise lane assignments for the northbound traffic of Congress Avenue south of Northlake Blvd to convert dual right turn lanes into dedicated through and right lanes. Design roadway transition for northbound lanes from two to one lane just north of Northlake Blvd. Design street intersections and ROW chords for new alignment.

3. Vertical Alignment Analysis

After obtaining vertical location of existing utilities and preliminary drainage analysis, design final roadway profiles for the entire project and connect to existing grades north of Northlake Blvd. and at SR A1A intersection.

4. Roadway Design and Plans

Provide roadway design and plans consisting of the following sheets:

Key Sheet (1), Drainage Map (1), Typical Sections (2), General Notes/Party item notes (1), Summary of quantities (1), Summary of drainage structures (2), Horizontal control (2), Plan and profiles (7), Miscellaneous construction details (2), Drainage

structures (38), Cross sections (64), Erosion Control (3), Drainage Details (1), Soil Survey (38), Utility adjustment sheets (3).

5. Drainage Design

Prepare drainage design and calculations based on use of a stormwater dry detention pond within the vacated mobile home park property just north of Northlake Blvd. The roadway segment east of the railroad will be handled with exfiltration trenches. Drainage design for any improvements along SR Alt. A1A is not included in the basic services and will be part of optional services.

6. Signing and pavement marking design and plans

Provide signing and pavement marking design and plans for Congress Avenue from just south of Northlake Blvd. to SR Alt. A1A.

7. Signalization design and Plans at SR A1A (not included in this phase)

8. Erosion Control Plans

Provide erosion control plans for permitting.

9. Horizontal Control Reference Sheets

Prepare horizontal control and bench mark reference sheets based on survey information.

10. Design Survey

Consultant's survey subconsultant will provide the survey services as shown in the attached survey proposal.

11. Right-of-way procurement map

Consultant's survey subconsultant will prepare a Right-of-Way Procurement Map to Palm Beach County thoroughfare design standards for the proposed alignment.

12. Limited Phase I Environmental Site Assessment (not included in this phase)

13. Environmental Services and Permitting

A. Data Collection

Prior to conducting a site reconnaissance, all readily available existing contamination and wellfield data related to the project corridor and any natural environmental feature

data will be collected and reviewed. This data will be used to draft the environmental support document to be included in the environmental permit application packages and consist of the following:

1. Natural Resources Conservation Service soil survey;
2. USGS 7.5-minute quadrangle mapping;
3. South Florida Water Management District's Florida Land Use Cover and Forms, Classification Systems (FLUCFCS);
4. Current aerial photography;
5. Florida Master Site File review for known historic and archaeological sites;
6. Protected Species data: Florida Native Areas Inventory (FNAI) via letter request, United States Fish and Wildlife Service, (USFWS), and Florida Fish and Wildlife Commission (FWC);
7. National Wetland Inventory mapping (NWI);
8. Federal, State, and County contamination files;
9. State and County wellfield data; and
10. Coordination with both County and City staff for updated natural resource data.

B. Tree Survey and Documentation

Various tasks will be completed with the goal of obtaining the necessary information for the City of Palm Beach Gardens (City) to issue a tree removal/relocation permit or determine that no permit is required. These tasks will include:

1. Conduct a tree survey to document the species and size class of all native trees within the project corridor.
2. Draft a Tree Survey Summary memo that includes tree count and location data for all trees that meet City relocation/removal size standards.

Prepare permit applications and coordinate permits and agreements for the following agencies:

SFWMD and USACE - ERP permit
PBG – Tree removal
PBCERM – Tree removal
FEC – Railroad crossing

14. Cost Estimates

Prepare construction cost estimate and update with each phase submittal (60%, 96%, Final).

15. SR Alt. A1A (Optional Services)

Provide roadway design services to realign the southbound lanes north and south of Congress Avenue/Richard Road intersection to accommodate a new southbound right turn lane within existing right-of-way. This service may be negotiated and provided at a later time.

16. Lighting Design (Optional Services)

Provide roadway lighting design services for Congress Avenue. Provide photometric analysis and conductor and pullbox design layout. Coordinate with FPL and submit conduit and pullbox plans to allow them to design power service connection and size conductors. FPL will construct their own street light poles based on pole location provided by Consultant. This service may be negotiated and provided at a later time.

17. Subsurface Utility Exploration (SUE)

Provide utility investigation services as shown in the attached SUE proposal.

18. Initial Utility Coordination

Coordinate through the County to provide aerial plan sheets to utility agency owners (UAO's) to identify their existing and proposed facilities and to determine if they have compensable rights. Obtain through the County estimates from UAO's of any compensable rights and include it in the project's cost estimate. Coordinate with SUA through the County regarding access to their site and vertical alignment impacts on their existing underground lines, especially in the area of deep cuts. Assist the County in coordinating with SUA regarding abandonment of their existing easements that cross the proposed alignment within the vacated mobile home park. This task includes one meeting with SUA and one with FPL.

Deliverables:

- Submittal plans package (11x17 size)
- A memo summarizing UAO's impacts and their position on mitigation of impacts.

19. Utility Relocation Design (optional services)

Provide water main relocation design and construction plans for impacted Seacoast water lines. This scope assumes relocation of 1500' of two of SUA's pipe lines. This service may be negotiated and provided at a later time.

20. Signal Modification at Northlake Blvd. (optional services)

Provide signal modification plans for the existing span wire signal at Northlake Blvd. and Congress Avenue if needed. This service may be negotiated and provided at a later time.

21. Project Deliverables

Provide progress construction plans in accordance with Section V (General Requirements For Work) below.

V. REIMBURSABLE EXPENSES

The Consultant will be reimbursed for all direct expenses related to phase submittals and as outlined in the cost breakdown included in the Scope of Services.

VI. GENERAL REQUIREMENTS FOR WORK

A. PROJECT PHASE SUBMITTALS FOR PHASE I

1. Typical Section Package

After completion of survey and initial investigation services, Consultant will submit the survey and preliminary proposed typical section alternatives.

- 5 copies of typical sections

2. Conceptual Alignment Submittal

After County provides review comments regarding the Typical Section Package and survey, Consultant will submit the alternative alignments for County review.

- 5 copies of alignment roll plots

3. Draft Study Report

After County provides review comments on the conceptual alignments, a meeting will be held to discuss those comments. Consultant will then address those comments and submit the draft Study and revised alignments.

- 3 copies of report and roll plots

4. Final Study Report

After County provides review comments on the draft Study, a meeting will be held to discuss those comments. Consultant will then address those comments and submit the final Study.

- 5 copies of report
- Response to comments
- 1 CD of submittal

B. PROJECT PHASE SUBMITTALS FOR PHASE II

5. Utility Submittals

Provide two sets of plans to each UAO in accordance with County procedures.

6. 35%, 60%, 96% and 100% Phase Submittals

After County provides review comments on the preceding submittal, a meeting will be held to discuss those comments. Consultant will then address those comments and make the next submittal.

- 3 copies of Plans
- Response to comments
- 3 copies of reports

7. Final Phase Submittal

After County accepts the 100% plans, Consultant will submit the final plans.

- 5 copies of Plans
- Response to comments
- 1 CD of submittal with PDF and CAD files
- 1 signed and sealed set of plans and reports

C. SCHEDULE

Consultant will submit a schedule of project milestones with the negotiated staff hour and fee package. For purposes of scheduling, two weeks of County review time will be assumed for review of submittals.

VII. COUNTY RESPONSIBILITIES

The County shall provide Consultant with the following:

- Property ownership Search
- Sectional survey control information
- Existing records including files, plans, and any other pertinent engineering information.
- County's requirements and any other expectations
- Schedule requirements
- Review of documents submitted by Consultant and their subconsultants requiring the County's decision and shall render any required decision pertaining thereto in a timely manner.

- The County shall designate for the Consultant a County representative to represent the County in all matters on this project.

VIII. LENGTH OF SERVICES

The Phase I services outlined will be completed within 8 months from the Letter of Authorization. The Phase II services will be completed within 10 months of Letter of Authorization.



Kimley-Horn
and Associates, Inc.

Certificate of Secretary

■
P.O. Box 33068
Raleigh, North Carolina
27636-3068

To Whom It May Concern:


I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 20, 2011 and entered in the minutes of such meeting in the minute book of the corporation.

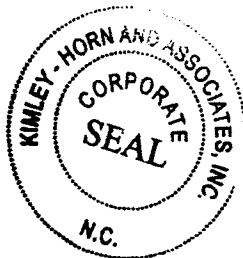
"The Board unanimously approved the contract signing authority of employees as presented." (A copy of the employee lists as presented is enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: January 24, 2012.


Richard N. Cook, Secretary

(corporate seal)



Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 20, 2011

Exhibit "A" – Page 17 of 18

<u>CALIFORNIA</u> <u>LOS ANGELES</u> Fares, Jean B.	<u>ORLANDO</u> Chau, Hao T. Jackson, Jay R.	<u>TWIN CITIES</u> Bishop, Mark C. Ehret, Gary A. Horn, Jon B. Kaltsas, Joseph D.	<u>RALEIGH</u> Adams, Richard C. Atkinson, Mark E. Barber, Barry L. Burchett, Thomas F. Byrd, Michael N. Cook, Richard N. Deans, Neil T. Dunzo, Mark W. Ellis, Nicholas L. McEntee, David L. Purtle, Vicki L. Rohrbaugh, Richard R. Squires, Christopher A. Voisin, William J. Wilson, Mark S.
<u>OAKLAND</u> Durrenberger, Randal R.	<u>SARASOTA</u> Maio, Alan Schmid, Seth E. Stovall, Thomas M.	<u>VIRGINIA BEACH</u> Mackey, William F. Marscheider, Edward A. Sauro, Thomas J. Tewksbury, Carl F.	<u>RALEIGH-DOWNTOWN</u> Penny, H.D. Wilson, Jon E.
<u>ORANGE</u> Ciandella, Serine A. Fares, George B. Kerry, Nicole M. Roberson, Kevin M.	<u>TALLAHASSEE</u> Barr, Richard R. Sewell, Jon S.	<u>MOUNTAIN DENVER</u> Rowe, Curtis D.	<u>TEXAS</u> <u>AUSTIN</u> Foster, Scott J. Stebbins, Sam S. Van Leeuwen, Andrew
<u>PLEASANTON</u> Sowers, Brian E. West, James E.	<u>TAMPA</u> Campbell, David C. Gilner, Scott W.	<u>LAS VEGAS</u> Ackeret, Kenneth W. Colety, Michael D.	<u>COLLIN COUNTY</u> Brignon, Brit A.
<u>SACRAMENTO</u> Coppin, Thomas G. Melvin, Enda Spinks, Charles R. Truman, Stephen P.	<u>VERO BEACH</u> Cave, Derrick B. Good, Brian A. Peed, Brooks H. Wallace, Gary W.	<u>PHOENIX</u> Conrad, John R. Hermann, Michael J. Kissinger, John C. Leistiko, David J. Mutti, Brent H. Omais, Ahmad A. Pretorius, Petrus S. Schiller, Michael G. Willie, Norman D.	<u>DALLAS</u> Burns, Gregory B. Frysjinger, Chris V. Hall, James R. Henigsman, Dean A. Nathan, Aaron W. Smith, Eric Z. Swindler, Roderick P. Wilshire, Roy L.
<u>SAN DIEGO</u> Barlow, Matthew T. Colvin, Scott W. Landaal, Dennis J. Ross, Michael S.	<u>WEST PALM BEACH</u> Allen, David A. Atz, John C. Bardt, David R. Cherry, Paul L. Ingram, Jerry W. Jackson, Kenneth W. Matson, Jason B. Rapp, Bryan T. Schanen, Kevin M.	<u>RENO</u> Clark, Maurice J.	<u>FORT WORTH</u> Gary, Glenn A. James, Jeffery
<u>SAN JOSE</u> Nash, William A.	<u>MID-AMERICA CHICAGO</u> Schwartz, Frederick W.	<u>TUCSON</u> Crowther, Brent C. Perkins, David D.	<u>HOUSTON</u> Guillory, Michael B.
<u>FLORIDA</u> <u>BOCA-DELRAY</u> Mufleh, Marwan H.	<u>MEMPHIS</u> Collins, James F.	<u>SOUTHEAST ATLANTA</u> Wilson, Deborah L.	<u>LAS COLINAS</u> Tribble, Guy B. Warren, Loy F.
<u>FORT LAUDERDALE</u> Barnes, Roy R. Capelli, Jill A. Ratay, Gary R. Saxena, K.K. Wilczek, Erik J.	<u>NASHVILLE</u> Benditz, John F. Rhodes, Christopher D.	<u>ATLANTA – MIDTOWN</u> Fink, Kenneth L. Montanye, Emmeline F. Stricklin, David L. Walker, John D.	<u>SAN ANTONIO</u> Webb, Floyd C.
<u>JACKSONVILLE</u> Mecca, Joseph P. Roland, George E.	<u>NEW YORK</u> Anush A. Nejad	<u>CHARLOTTE</u> Blakley, Jr., Stephen W. Hackney, Louis A. Mingonet, M. Scott Moore, Richard H.	
<u>LAKELAND</u> Bulloch, Kelly B. Wilson, Mark E.	<u>NORTHERN VIRGINIA</u> Chavers, James T. Dvorak, Jr., William E. Lefton, Steven E. Martin, Robert J. Murphy, Terence T.	<u>DURHAM</u> Nuckols, Charles A.	
<u>MIAMI</u> Baldo, Burt L. Buchler, Aaron E.	<u>RICHMOND</u> Cooper, Kurt D.		
<u>OCALA</u> Busche, Richard V. Thigpen, Jonathan D.			

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
 December 20, 2011

These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

<u>CALIFORNIA</u>	<u>TAMPA</u>	<u>MOUNTAIN</u>	<u>RALEIGH</u>
<u>LOS ANGELES</u>	Hatton, Christopher C.	<u>BOISE</u>	Horn, Ross M.
Valentine, Brian W.	Walthall, David W.	Thurgood, Glen J.	Moore, Jeffrey W.
<u>ORANGE</u>	<u>VERO BEACH</u>	<u>DENVER</u>	Reed, Elizabeth A.
Adrian, Darren J.	Anthony, Lucas S.	Phelps, Randall J.	Robinson, Larry D.
Hourigan, E. Vincent	Kiefer, Michael E.	Steder, Matthew C.	Van Riper, Kent L.
<u>PLEASANTON</u>	<u>WEST PALM BEACH</u>	<u>EAST VALLEY</u>	<u>RALEIGH-</u>
Mowery, Michael C.	Fairchild, Angelina	Grandy, Michael L.	<u>DOWNTOWN</u>
<u>SACRAMENTO</u>	Heggen, Christopher W.	<u>LAS VEGAS</u>	Bishop, Peter A.
Schmitt, Michael L.	Potts, John E.	Carroll, Randy W.	Hachem, Stephanie L.
<u>SAN DIEGO</u>	<u>MID-AMERICA</u>	Wilson, David	Musarra, Salvatore J.
Hart, Patrick B.	<u>CHICAGO</u>	<u>PHOENIX</u>	Sutter, Karl V.
Knapton, Michael J.	Antony, Dean M.	Burns, Leslie D.	<u>TEXAS</u>
Sorenson, David K.	<u>CHESAPEAKE</u>	Delmarter, Michael L.	<u>COLLIN COUNTY</u>
<u>SAN JOSE</u>	Carter, Erica V.	Gillis, Brian R.	Millner, Daniel C.
Hedayat, Leyla	Royal, Jack R.	Haney, Stephen E.	<u>DALLAS</u>
Morris, John J.	<u>MEMPHIS</u>	Norby, Michael A.	Gaskey, Kevin S.
<u>FLORIDA</u>	Monroe, Kenneth W.	White, Tove C.	Kurfees, Wayne
<u>BOCA/DELRAY</u>	<u>NASHVILLE</u>	<u>TUCSON</u>	<u>FORT WORTH</u>
Schwartz, Michael F.	Coode, David A.	Beck, Scott D.	Arnold, Scott R.
Spruce, Michael D.	<u>NORTHERN VIRGINIA</u>	<u>SOUTHEAST</u>	<u>LAS COLINAS</u>
<u>FORT LAUDERDALE</u>	Papazian, Edward Y.	<u>ATLANTA</u>	VonAhsen, Jody L.
Kyle, Gregory S.	Whyte, Richard D.	Newton, Gary T.	<u>SAN ANTONIO</u>
<u>JACKSONVILLE</u>	<u>RICHMOND</u>	Rushing, Michael L.	Gose, Stephen C.
Schilling, William J.	Brewer, Brian J.	<u>ATLANTA-</u>	
<u>LAKELAND</u>	White, Timothy E.	<u>MIDTOWN</u>	
Lewis, Jason A.	<u>TWIN CITIES</u>	Ellis, George E.	
<u>ORLANDO</u>	Danielson, Paul B.	Fanney, Lawson H.	
Burkett, Leon F.	Smalkoski, Brian R.	Meador, Emily H.	
Martin, Jonathan A.	Witzig, Jeanne M.	Strychalski, Raymond P.	
Tate, Jr., S. Clif	<u>VIRGINIA BEACH</u>	West, Brian B.	
<u>SARASOTA</u>	Chambers, Jon S.	<u>BEAUFORT</u>	
Waddill, William D.	Dierks, Kenneth A.	Bihl, Jennifer T.	
	France, William D.	<u>CHARLOTTE</u>	
	McPherson, Karen C.	Cox, Brian M.	
	Miller, Edward W.	Hume, Robert M.	
		Watts, Austin L.	
		Wilhelm, William R.	

EXHIBIT "B"



Kimley-Horn
and Associates, Inc.

Congress Avenue Extension
(North of Northlake Boulevard to Alternate A1A)
Roadway Design

Exhibit "B" - Page 1 of 49

*OK to proceed
8/19/13
#52
8/20/13*

PHASE 1

SUBTOTAL ESTIMATED FEE (LUMP SUM):		\$	✓ 93,481.88
Subconsultant: Brown & Phillips	(REIMBURSABLE)	\$	✓ 44,393.50
Subconsultant: Jenkins Appraisal Services	(REIMBURSABLE)	\$	✓ 18,000.00
Subconsultant: Gerson Preston	(REIMBURSABLE)	\$	✓ 18,500.00
Subconsultant: Real Mark	(REIMBURSABLE)	\$	✓ 15,550.00
Direct Reimbursable Allowance	(REIMBURSABLE)	\$	0.00
SUBTOTAL REIMBURSABLE:		\$	✓ 96,443.50
Optional Services		\$	0.00
SUBTOTAL LUMP SUM:		\$	✓ 93,481.88
GRAND TOTAL ESTIMATED FEE (PHASE 1):		\$	✓ 189,925.38

PHASE 2

SUBTOTAL ESTIMATED FEE (LUMP SUM):		\$	✓ 240,798.92
Subconsultant: Brown & Phillips	(REIMBURSABLE - Sketches)	\$	✓ 4,500.00
Subconsultant: Tierra	(REIMBURSABLE)	\$	✓ 13,140.00
Subconsultant: Scheda Ecological	(LUMP SUM)	\$	✓ 15,880.00
Subconsultant: Scheda Ecological	(REIMBURSABLE PERMITS)	\$	✓ 4,000.00
REIMBURSABLE EXPENSES:		\$	✓ 1,505.00
SUBTOTAL ESTIMATED FEE (REIMBURSABLE):		\$	✓ 23,145.00
Optional Services Brown & Phillips - A1A	(REIMBURSABLE)	\$	✓ 6,341.00
Optional Services Scheda - Well Field Permit	(REIMBURSABLE)	\$	✓ 7,660.00
Optional Services Tierra	(REIMBURSABLE)	\$	✓ 6,760.00
SUBTOTAL LUMP SUM:		\$	✓ 256,678.92
GRAND TOTAL ESTIMATED FEE(PHASE 2):		\$	✓ 300,584.92

PHASE 1 AND 2 COMBINED

Subtotal Estimated Fee (Reimbursable)	\$	✓ 119,588.50
Subtotal Estimated Fee (Optional Services)	\$	✓ 20,761.00
Subtotal Estimated Fee (Lump Sum)	\$	✓ 350,160.80
Grand Total Estimated Fee	\$	✓ 490,510.30

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Congress Ave (Northlake Blvd to Alt A1A) - PHASE 1
 County: FB
 Project No.: 2012517
 FAP No.:

Consultant Name: Kimley-Horn and Associates, Inc.
 Consultant No.: TBD
 Date: 8/6/2013
 Estimator: Marwan Mufleh, P.E.

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Project Engineer	Project Engineer	Engineering Intern	Designer	Sr CAD						SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$52.80	\$0.00	\$47.92	\$41.50	\$28.45	\$33.50	\$25.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
3. Project General and Project Common Tasks	36	32	0	4	0	0	0	0	0	0	0	0	0	36	\$1,884	\$52.35
4. Roadway Analysis	403	82	0	262	59	0	0	0	0	0	0	0	0	403	\$19,341	\$47.99
5. Roadway Plans	180	18	0	83	54	0	25	0	0	0	0	0	0	180	\$8,008	\$44.49
6. Drainage Analysis	40	2	0	38	0	0	0	0	0	0	0	0	0	40	\$1,927	\$48.17
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	659	134	0	387	113	0	25	0	0	0	0	0	0	659		
Total Staff Cost		\$7,088.80	\$0.00	\$18,545.04	\$4,689.50	\$0.00	\$837.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$31,160.64	

SALARY RELATED COSTS:		
OVERHEAD - CAPPED:	167.857%	\$52,305.32
OPERATING MARGIN:	12.00%	\$10,015.92
FCCM (Facilities Capital Cost Money):	0.000%	\$0.00
EXPENSES:		\$0.00
SUBTOTAL ESTIMATED FEE: (Lump Sum)		\$93,481.88
Subconsultant: Brown & Philips (Reimbursable)		\$44,397.90
Subconsultant: Jenkins Appraisal Services (Reimbursable)		\$18,000.00
Subconsultant: Gerson (Reimbursable)		\$18,500.00
Subconsultant: Real Mark (Reimbursable)		\$19,550.00
Subconsultant: Tierra (Reimbursable)		\$0.00
Subconsultant: Scheda Ecological (Lump Sum)		\$0.00
Subconsultant: Scheda Ecological (Reimbursable Permits)		\$0.00
Direct Reimbursable Allowance		\$0.00
SUBTOTAL ESTIMATED FEE:		\$189,925.38
Optional Services		\$0.00
GRAND TOTAL ESTIMATED FEE:		\$189,925.38

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.

30 minutes

Exhibit "B" - Page 2 of 49

Project Activity 3: Project Common and Project General Tasks

Estimator: Marwan Mufleh, P.E.
Updated 080818

Congress Ave (Northlake Blvd to Alt A1A) - Phase 1

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	By County
3.1.3	Prepare Mailing Lists	LS	1	0	0	By County
3.1.4	Median Modification Letters	LS	1	0	0	N/A
3.1.5	Driveway Modification Letters	LS	1	0	0	N/A
3.1.6	Newsletters	LS	1	0	0	N/A
3.1.7	Renderings and Fly Throughs	LS	1	0	0	N/A
3.1.8	PowerPoint Presentation	LS	1	0	0	N/A
3.1.9	Public Meeting Preparations	LS	1	0	0	Optional Services
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	Optional Services
3.1.11	MPO Meetings	LS	1	0	0	N/A
3.1.12	Web Site	LS	1	0	0	N/A
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	N/A
3.3	Specifications Package Preparation	LS	1	0	0	N/A
3.4	Contract Maintenance	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	36	36	See listing below
3.7	Plans Update	LS	1	0	0	N/A

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Project Activity 3: Project Common and Project General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	N/A
3.9	Electronic Delivery	LS	1	0	0	N/A
3.10	Other Project General Tasks	LS	1	0	0	N/A
3. Project Common and Project General Tasks Total					36	

3.6 - List of Project Manager Meetings

Task	Units	No of Units	Hours/ Unit	Total Hours	Comments	
Roadway Analysis	EA	1	4	4	Note: PM meetings only, discipline designer/engineer meetings are included under each discipline's analysis section geometrics/alignment issues	
Drainage	EA	0	0	0		
Utilities	EA	0	0	0		
Environmental	EA	0	0	0		
Structures	EA	0	0	0		
Signing & Pavement Marking	EA	0	0	0		
Signalization	EA	0	0	0		
Lighting	EA	0	0	0		
Landscape Architecture	EA	0	0	0		
Survey	EA	0	0	0		
Photogrammetry	EA	0	0	0		
Municipalities	EA	0	0	0		N/A
Geotechnical	EA	0	0	0		
Architecture	EA	0	0	0		
Noise Barriers	EA	0	0	0		
ITS Analysis	EA	0	0	0		
Progress Meetings	EA	2	8	16	PM & Design Engineer at kick-off, design parameters meeting with County + 1 meeting with ROW Team	
Phase Reviews	EA	0	0	0	N/A	
Field Reviews	EA	2	8	16	PM & Design Engineer (1 initial & 1 before final report)	
Total Project Manager Meetings		5		36		

Exhibit "B" - Page 4 of 49

Project Activity 4: Roadway Analysis

Estimator: Marwan Mufleh, P.E.

Congress Ave (Northlake Blvd to Alt A1A) - Phase 1

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Development	LS	3	2	6	3 sections including 2 alt. lane assignment at Alt A1A
4.3	Traffic Engineer Analysis of Access Management & Traffic Circulation	LS	1	40	40	Access: mobile home park (20 hrs) + access/circulation for cost to cure of 2 properties (clinic & Live Oak) x 2 alignments (12 hrs) + coord & 1 update (8 hrs)
4.4	Horizontal/Vertical Master Design Files (Plan & Profile for 2 alignment alt.)	LS	1	56	56	Base alignment file set up 16 hrs + horizontal alignments 2 x 8 hrs + vertical alignments 2 x 8 hrs + coord w ROW team on easements based on average swath width 8 hrs (Preliminary alignments, No intersection or driveway grading analysis)
4.5	Cross Section Design Files	LS	1	56	56	Generate existing and preliminary proposed cross sections for two (2) alignments @ 50' intervals.
4.6	Planner Analysis of Property Impacts & Cure (2 alternatives x 11 properties = 22 alternatives)	LS	1	50	50	coord w 3 municipalities on code (setbacks, buffer, parking, green space, signs) (12 hrs) + review impact to 3 properties (20 hrs) + id variance requirements (6 hrs) + coord w ROW Team & provide cost to cure input on 3 properties(12 hrs)
4.7	Cost to Cure Evaluation & Exhibits	LS	1	100	100	develop impact sketches for 3 properties incl. mobile home park for 2 alignments & calc parent & take areas (24 hrs), parking, esmts, sight dist & develop individual properties' cost to cure exhibits for 2 alignments (3 properties x 2 alignments x 5 hrs) (30 hrs) + analyze & evaluate ROW team members' findings & coord conclusions (12 hrs) + mobile home pk relocation issues (34 hrs)
4.8	Design Variations and Exceptions	LS	1	0	0	N/A
4.9	Design Report	LS	1	0	0	
4.10	Quantities	LS	1	20	20	1 round of calculations x 2 alignments (20)

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Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.11	Cost Estimate	LS	1	16	16	1 estimate x 2 alignments (16)
4.12	Technical Special Provisions	LS	1	0	0	NA
4.13	Other Roadway Analysis	LS	1	16	16	Railroad initial coord to id requirements, assess impacts & estimate costs
Roadway Analysis Technical Subtotal					360	
4.14	Field Reviews	EA	3	5	15	for design engineer trips = 5 hrs each trip x 3 trips (1 to confirm survey, 1 for proposed alignments, 1 for ROW team/cost to cure evaluation)
4.15	Technical Meetings	LS	1	28	28	see listing below
4.16	Quality Assurance/Quality Control	LS	%	0%	0	
4.17	Independent Peer Review	LS	%	0%	0	
4.18	Supervision	LS	%	0%	0	
Roadway Analysis Nontechnical Subtotal					43	
4.19	Coordination	LS	%	0%	0	
4. Roadway Analysis Total					403	

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Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Technical Meetings						
	Typical Section/ROW Planner	EA	1	4	4	Rdwy engineer's participation in mobile home park mtg (PM attendance is in activity 3)
	Access Management	EA	1	4	4	Planner participation in 1 ROW team mtgs
	Alignments	EA	1	4	4	Traffic Engr participation in 1 ROW team mtgs
	Driveways	EA	0	0	0	Rdwy engineer's participation
	Local Governments (cities, counties, MPO)	EA	3	4	12	Planner Coord w NPB, PBG & FDOT & document their position.
	Work Zone Traffic Control	EA	0	0	0	
	30/60/90/100% Comment Review Meetings	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				28	
	Field Reviews	EA	0	0	0	
	Progress Meetings	EA	0	0	0	
	Total Meetings				28	
						Carries to 4.15

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

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Project Activity 5: Roadway Plans

Estimator: Marwan Mufleh, P.E.

Congress Ave (Northlake Blvd to Alt A1A) - Phase 1

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	Typical Section Sheets		Sheet	2	4	2	8	3 typ sections
5.3	Draft Study Report Phase Submittal		LS	1	40	0	40	Prepare study report, incorporate ROW Team's input, incorporate reduced size plan sheets & 33 cost to cure exhibits, QC bind & submit to County
5.4	Update Draft Study Submittal		LS	1	20	0	20	Coord revisions with County & ROW Team, incorporate all write-up & revised exhibits, QC, bind & resubmit to County
5.5	Final Study Report		LS	1	16	0	16	Address minor final comments from County, incorporate ROW Team revisions, QC, bind & resubmit
5.6	Plan Sheets & Exhibits for all Phases		LS	1	88	31	88	Prepare sheets & print for initial phase (3 roll plots, 3 half size sheets, 3 mobile home pk exhibits (32 hrs) + 10 parcels x 1 cost to cure alt exhibits x 3 alignments (20 hrs) + 1 revision (24 hrs) + final submittal (12 hrs)
Roadway Plans Technical Subtotal						34	180	
5.7	Quality Assurance/Quality Control		LS	%	0%		0	
5.8	Supervision		LS	%	0%		0	
5. Roadway Plans Total						34	180	

Project Activity 6: Drainage Analysis

Estimator: Marwan Mufleh, P.E.

Congress Ave (Northlake Blvd to Alt A1A) - Phase 1

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Project Research	LS	0	0	0	N/A
6.2	Analyze Existing conditions	Per Basin	1	16	16	Review exist conditions & drng patterns especially at mobile home park
6.3	Cost to Cure Impact Analysis	LS	1	0	0	N/A
6.4	Design of Roadway Ditches	Per Ditch Mile	0	0	0	
6.5	Design of Outfalls	EA	0	0	0	N/A
6.6	Design of Stormwater Management Facility (Offsite Pond)	EA	0	0	0	N/A
6.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)	Per System	0	0	0	N/A
6.8	Design of Flood Plain Compensation Area	Per Encroachment	0	0	0	N/A
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	N/A
6.13	Drainage Design Documentation Report	LS	0	0	0	N/A
6.14	Bridge Hydraulic Report	EA	0	0	0	N/A
6.15	Temporary Drainage Analysis	LS	0	0	0	

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Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.16	Cost Estimate	LS	1	10	10	1 estimate and 2 updates for drainage only
6.17	Technical Special Provisions	LS	0	0	0	N/A
6.18	Other Drainage Analysis	LS	0	0	0	N/A
Drainage Analysis Technical Subtotal					26	
6.19	Field Reviews	LS	2	5	10	2 trips @ 5 hrs for drainage engineer (1 initial & 1 to review cost to cure impacts)
6.20	Technical Meetings	LS	1	4	4	see listing below
6.21	Quality Assurance/Quality Control	LS	%	0%	0	
6.22	Independent Peer Review	LS	%	0%	0	
6.23	Supervision	LS	%	0%	0	
Drainage Analysis Nontechnical Subtotal					14	
6.24	Coordination	LS	%	0%	0	
6. Drainage Analysis Total					40	

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	0	0	0	
Agency	EA	1	4	4	SFWMD
Local Governments (cities, counties)	EA	0	0	0	
FDOT Drainage	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				4	
Progress Meetings	EA	0	0	0	
Phase Review Meetings	EA	0	0	0	
Total Meetings				4	

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ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Congress Ave From Northlake Blvd to Alt A1A - Phase 2
 County: Broward
 FPN:
 FAP No.

Consultant Name: Kimley-Horn and Associates, Inc.
 Consultant No.:
 Date: 8/15/2013
 Estimator: Marwan Mueh, P.E.

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Chief Engineer	Senior Project Engineer	Project Engineer	Engineering Intern	Designer	Sr CAD						SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	40	36	0	4	0	0	0	0	0	0	0	0	0	40	\$2,096	\$52.40
4. Roadway Analysis	611	61	0	215	183	0	152	0	0	0	0	0	0	611	\$26,216	\$42.91
5. Roadway Plans	583	30	0	58	149	0	196	160	0	0	0	0	0	583	\$21,356	\$36.01
6. Drainage Analysis	318	16	0	159	127	0	16	0	0	0	0	0	0	318	\$14,272	\$44.88
7. Utilities	198	10	0	14	79	27	60	8	0	0	0	0	0	198	\$7,468	\$37.72
8. Environmental Permits, Compliance & Clearances	50	3	0	13	24	0	10	0	0	0	0	0	0	50	\$2,113	\$42.25
9. Structures - Misc. Tasks, Dwg, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	120	12	0	24	24	0	60	0	0	0	0	0	0	120	\$4,791	\$39.92
20. Signing & Pavement Marking Plans	51	3	0	3	18	0	27	0	0	0	0	0	0	51	\$1,954	\$38.31
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	1,981	171	0	490	604	27	521	168	0	0	0	0	0	1,981		
Total Staff Cost		\$9,045.80	\$0.00	\$23,480.80	\$25,066.00	\$768.15	\$17,453.50	\$4,452.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$80,266.35	\$40.52

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.

3.0 million

SALARY RELATED COSTS:		\$80,266.35
OVERHEAD - CAPPED:	167.857%	\$134,732.69
OPERATING MARGIN:	12.00%	\$25,799.88
FCCM (Facilities Capital Cost Money):	0.000%	\$0.00
EXPENSES:		\$0.00
SUBTOTAL ESTIMATED FEE (KHA):		\$240,798.92
Subconsultant: Brown & Phillips (Reimbursable - Legal Sketches)		\$4,500.00
Subconsultant: Tierra		\$10,140.00
Subconsultant: Gerson Preston		\$0.00
Subconsultant: Scheda Ecological (Lump Sum)		\$15,800.00
Subconsultant: Scheda Ecological (Reimbursable Permits)		\$4,000.00
SUBTOTAL ESTIMATED FEE:		\$278,318.92
REIMBURSABLE EXPENSES:	6020 11 x 17 copies @ \$0.25 each	\$1,205.00
SUBTOTAL ESTIMATED FEE:		\$279,823.92
Optional Services: Brown & Phillips - A1A		\$5,341.00
Optional Services: Scheda - Well Field Permit		\$1,000.00
Optional Services: Tierra - Mast Arms		\$6,750.00
GRAND TOTAL ESTIMATED FEE:		\$300,584.92

Check = \$80,266.35

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Project Activity 3: Project Common and Project General Tasks

Estimator: Marwan Mufleh, P.E.
Updated 080818

Congress Ave From Northlake Blvd to Alt A1A - Phase 2

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	By County
3.1.3	Prepare Mailing Lists	LS	1	0	0	By County
3.1.4	Median Modification Letters	LS	1	0	0	N/A
3.1.5	Driveway Modification Letters	LS	1	0	0	N/A
3.1.6	Newsletters	LS	1	0	0	N/A
3.1.7	Renderings and Fly Throughs	LS	1	0	0	N/A
3.1.8	PowerPoint Presentation	LS	1	0	0	N/A
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	MPO Meetings	LS	1	0	0	N/A
3.1.12	Web Site	LS	1	0	0	N/A
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	N/A
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	N/A
3.6	Prime Consultant Project Manager Meetings	LS	1	40	40	See listing below
3.7	Plans Update	LS	1	0	0	N/A

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Project Activity 3: Project Common and Project General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	N/A
3.9	Electronic Delivery	LS	1	0	0	N/A
3.10	Other Project General Tasks	LS	1	0	0	N/A
3. Project Common and Project General Tasks Total					40	

3.6 - List of Project Manager Meetings

Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Note: PM meetings only, discipline designer/engineer meetings are included under each discipline's analysis section					
Roadway Analysis	EA	0	0	0	
Drainage	EA	1	4	4	PM attendance w drng engr to discuss drainage issues/alternatives w County
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW Acquisition	EA	2	4	8	Mobile home park relocation issues
Geotechnical	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Progress Meetings	EA	4	4	16	PM attendance at project progress meeting on issues & updates affecting project & stakeholders and will be combined with phase review if necessary.
Phase Reviews	EA	0	0	0	
Field Reviews	EA	3	4	12	PM attendance at field visits incl travel time
Total Project Manager Meetings		10		40	

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Project Activity 4: Roadway Analysis

Estimator: Marwan Mufleh, P.E.

Congress Ave From Northlake Blvd to Alt A1A - Phase 2

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Development	LS	3	4	12	refine 3 sections
4.2	Pavement Design	LS	0	0	0	
4.3	Access Management	LS	1	24	24	coord access south of Park Ln which was not addressed in the Phase 1 study phase and confirm access issues to the north
4.4	Horizontal/Vertical Master Design Files (Plan & Profile Sheets)	Sheet	7	30	210	develop design of master plan and profile sheets for entire alignment after refinement of sections (7 sheets), address geometric design, superelev, sight dist, easements, etc. 20 hrs for plan and 10 hrs profile
4.5	Cross Section Design Files	LS	1	154	154	design and preparation of master cross section file for 64 sections based on 50' interval due to superelevation and acquisition. 64x2.4 hrs=154
4.6	Traffic Control Analysis	LS	1	24	24	at Alt A1A (FDOT) & identify MOT issues to impacted properties
4.7	Master TCP Design Files	LS	0	0	0	N/A
4.8	Design Variations and Exceptions	LS	0	0	0	N/A
4.9	Design Report	LS	1	32	32	Design geometry documentation and submittal to County
4.10	Quantity Calc	LS	1	72	72	prepare quantities and documentation & 1 update
4.11	Cost Estimate	LS	1	32	32	Roadway cost estimates at 60%, & updates at 90%, 100%.
4.12	Technical Special Provisions	LS	1	0	0	NA
4.13	Other Roadway Analysis	LS	1	0	0	
Roadway Analysis Technical Subtotal					560	
4.14	Field Reviews	EA	3	5	15	for design engineer trips = 5 hrs each trip x 3 trips (1 to confirm survey, 1 at 60% and 1 at 96%), includes travel & documentation
4.15	Technical Meetings	LS	1	36	36	listing below
4.16	Quality Assurance/Quality Control	LS	%	0%	0	
4.17	Independent Peer Review	LS	%	0%	0	
4.18	Supervision	LS	%	0%	0	

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Project Activity 4: Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis Nontechnical Subtotal					51	
4.19	Coordination	LS	%	0%	0	
4. Roadway Analysis Total					611	

Technical Meetings

Typical Section	EA	0	0	0	
Pavement	EA	0	0	0	
Access Management	EA	0	0	0	
15% Line and Grade	EA	0	0	0	
Driveways	EA	0	0	0	detailed driveway impacts
Local Governments (cities, counties, MPO)	EA	3	4	12	NPB, PBG & FDOT
Work Zone Traffic Control	EA	0	0	0	
30/60/90/100% Comment Review Meetings	EA	3	4	12	designer/engineer to attend meeting w PM & County on phase submittal & comment
Other Meetings	EA	0	4	0	mobile home relocation coord
Subtotal Technical Meetings				24	
Progress Meetings	EA	3	4	12	designer/engineer to attend progress meetings w County and PM
Phase Review Meetings	EA	0	0	0	
Total Meetings				36	

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Project Activity 5: Roadway Plans

Estimator: Marwan Mufleh, P.E.

Congress Ave From Northlake Blvd to Alt A1A - Phase 2

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	1	4	update
5.2	Summary of Pay Items Including Quantity Input		Sheet	2	12	2	24	list of all pay item quantities per County stnd + 1 update for project incl. contingencies
5.3	Drainage Map		Sheet	1	24	1	24	200 scale plan and profile
5.4	Interchange Drainage Map		Sheet	0	0	0	0	N/A
5.5	Typical Section Sheets		Sheet	2	4	2	8	Finalize sheets, incl stationing, pavement design, notes
5.6	General Notes/Pay Item Notes		Sheet	1	8	1	8	
5.7	Summary of Quantities		Sheet	1	24	1	24	summary of quantity tables for certain items such as guardrail, gravity wall, driveway pavement, earthwork
5.8	Box Culvert Data Sheet		Sheet	0	0	0	0	N/A
5.9	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	N/A
5.10	Summary of Drainage Structures		Sheet	2	24	2	48	summary tables of all structures
5.14	Profile Sheet		Sheet	7	4	7	28	minor labeling & numbering of sheets & printing for all phases. 40 Scale
5.15	Plan Sheet		Sheet	7	4	7	28	minor labeling of sheets & printing for all phases. 40 Scale
5.16	Special Profile		Units	10	4	4	40	driveways & returns
5.17	Back of Sidewalk Profile Sheet		Sheet	0	0	0	0	N/A
5.18	Interchange Layout Sheet		Sheet	0	0	0	0	N/A
5.19	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	N/A
5.20	Intersection Layout Details		Sheet	2	12	2	24	Old Dixie and Alt A1A intersection detailing

Exhibit "B" - Page 16 of 49

Project Activity 5: Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.21	Miscellaneous Detail Sheets		Sheet	2	24	2	48	special roadway construction details, paving, gravity wall, back of sidewalk treatment, fence, traffic sep., etc.
5.22	Drainage Structure Sheet (Per Structure)		EA	38	3	11	114	38 drainage structures
5.23	Miscellaneous Drainage Detail Sheets		Sheet	1	24	1	24	outfall, Exfil, weir, skimmer, modification, etc.
5.26	Retention/Detention Ponds Detail Sheet		Sheet	1	24	1	24	stormwater pond
5.27	Retention Pond Cross Sections		EA	4	5	1	20	Pond earthwork & tie in to existing ground on all sides
5.30	Cross Sections		EA	64	0.4	30	26	For minor labeling, sht no's & printing at each phase. 64 sections at 50' interval due to superelevation & acquisition.
5.31	Traffic Control Plan Sheets		Sheet	0	0	0	0	
5.32	Traffic Control Cross Section Sheets		EA	0	0	0	0	
5.33	Traffic Control Detail Sheets		Sheet	1	16	1	16	prepare TCP Notes for SR A1A (FDOT)
5.34	Utility Adjustment Sheets		Sheet	3	6	3	18	3shts to show disposition of utilities to be relocated or to remain at the north east end of project only.
5.35	Selective Clearing and Grubbing		Sheet	0	0	0	0	N/A
5.36	Erosion Control Plan		Sheet	7	3	7	21	plan sheets for permitting
5.37	SWPPP		Sheet	0	0	0	0	
5.38	Project Control Network Sheet		Sheet	2	4	2	8	coord with surveyor & make into sheets for Baseline monuments & benchmarks
5.39	Environmental Detail Sheets		LS	0	0	0	0	N/A
5.40	Utility Verification Sheet (SUE Data)		Sheet	1	14	1	14	coord. & summarize all test hole location information tables in subsurface utility exploration (SUE) sheet
Roadway Plans Technical Subtotal						91	593	

Exhibit "B" - Page 17 of 49

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	
5.42	Supervision		LS	%	0%		0	
5. Roadway Plans Total						91	593	

Exhibit "B" - Page 18 of 49

Project Activity 6: Drainage Analysis

Estimator: Marwan Mufleh, P.E.

Congress Ave From Northlake Blvd to Alt A1A - Phase 2

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Establish Existing Drainage System	LS	1	16	16	research C-17 basin impaired body, id exist Alt. A1A system & mobile home park area
6.2	Pond Siting Analysis and Report	Per Basin	1	24	24	determine well field clearances, property owner/County coord on location of pond, outfalls, easements
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	1	12	12	
6.6	Design of Stormwater Management Facility (Offsite Pond)	EA	1	40	40	pond design
6.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond or Infield Pond)	Per System	0	0	0	N/A
6.8	Design of Flood Plain Compensation Area	Per Encroachment	1	8	8	
6.9	Design of Storm Drains	EA	38	3	114	38 structures - design of storm tabs hydraulics & structure information (size, inverts, rim, location, etc.)
6.10	Optional Culvert Material	LS	0	0	0	
6.11	French Drain Systems & Alt. A1A Drainage Connection Design	LS	1	24	24	Design analysis & calculation for F.D. segments at varying elev. near railroad & connection to SR A1A
6.12	Drainage Wells	EA	0	0	0	N/A
6.13	Drainage Design Documentation Report	LS	1	40	40	prepare drainage design report for permitting & documentation purposes (SFWMD, FDOT)
6.14	Bridge Hydraulic Report	EA	0	0	0	N/A
6.15	Temporary Drainage Analysis	LS	0	0	0	
6.16	Cost Estimate	LS	1	10	10	1 estimate and 2 updates for drainage only

Exhibit "B" - Page 19 of 49

Project Activity 6: Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.17	Technical Special Provisions	LS	0	0	0	N/A
6.18	Other Drainage Analysis	LS	0	0	0	N/A
Drainage Analysis Technical Subtotal					288	
6.19	Field Reviews	LS	2	5	10	1 trip @ permitting stage by drng engineer & 1 for pond location
6.20	Technical Meetings	LS	1	20	20	See listing below
6.21	Quality Assurance/Quality Control	LS	%	0%	0	
6.22	Independent Peer Review	LS	%	0%	0	
6.23	Supervision	LS	%	0%	0	
Drainage Analysis Nontechnical Subtotal					30	
6.24	Coordination	LS	%	0%	0	
6. Drainage Analysis Total					318	

Technical Meetings

Base Clearance Water Elevation	EA	0	0	0	
Pond Siting	EA	2	4	8	mtgs w property owner/County to coord location with prop. Development plans
Agency	EA	2	4	8	SFWMD, ERM/DEP Well field
Local Governments (cities, counties)	EA	0	0	0	
FDOT Drainage	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				16	
Progress Meetings (if required by FDOT)	EA	1	4	4	drainage engineer meeting with county to explain drainage & permitting approach/issues
Phase Review Meetings	EA	0	0	0	
Total Meetings				20	

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Project Activity 7: Utilities

Estimator: Marwan Mufleh, P.E.

Congress Ave From Northlake Blvd to Alt A1A - Phase 2

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	0	0	0	N/A
7.2	Identify Existing UAO(s)	EA	10	1.0	10	10 Utilities (see attached Sunshine ticket)
7.3	Make Utility Contacts	EA	10	2	20	initial contact submittal
7.4	Coordination with SUA	LS	1	40	40	coord. throughout life of project re R/W & easements
7.5	Preliminary Utility Meeting (between 35% and 65%)	LS	1	10	10	2 ppl x 5 hrs
7.6	Individual/Field Meetings	LS	1	20	20	2 ppl x 5 hrs x 2 utilities (SUA & FPL) (re exist facilities relocation impacts)
7.7	Collect and Review Plans and Data from UAO(s)	EA	10	2	20	2 hr per utility
7.8	Subordination of Easements Coordination	LS	0	0	0	N/A
7.9	Utility Design Meeting (between 65% and 96%)	LS	1	30	30	2 ppl x 6 hrs + 18 hrs for conflict matrix. & resolution preparation & SUA conflicts at SE corner of water plant includes minutes prep
7.10	Other Utility Meetings (prior to 100% & pre ad)	LS	1	8	8	2 ppl x 4 hrs x 1 mtgs
7.11	Utility Submittals	EA	3	8	24	3 submittal phases 30/60/90%
7.12	Utility test hole Coordination & Doc.	LS	1	16	16	Analyze test holes & address in plans
7. Utilities Total					✓ 198	

Technical Meetings

Kickoff	EA	0
Preliminary Meeting	EA	0
Individual UAO Meetings	EA	0
Field Meetings	EA	0
Design Meeting	EA	0
Other Meetings	EA	0
Total Technical Meetings	✓	0

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Project Activity 8: Environmental Permits, Compliance and Clearances

Estimator: Marwan Mufleh, P.E.
Updated 080818

Congress Ave From Northlake Blvd to Alt A1A - Phase 2

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.1	Env Site Assessment	LS	1	0	0	
8.2	Complete Permit Involvement Form	LS	0	0	0	N/A
8.3	Establish Wetland Jurisdictional Lines and Assessments	LS	0	0	0	N/A
8.4	Agency Verification of Wetland Data	LS	0	0	0	N/A
8.5	Complete And Submit All Required Permit Applications	LS	0	0	0	N/A
8.6	Prepare Dredge and Fill Sketches	LS	0	0	0	N/A
8.7	Prepare USCG Permit Sketches	LS	0	0	0	N/A
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	0	0	0	N/A
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	0	0	0	N/A
8.10	Prepare Tree Permit Information	LS	0	0	0	N/A
8.11	Mitigation Coordination and Meetings	LS	1	0	0	N/A
8.12	Mitigation Design	LS	0	0	0	N/A
8.13	Environmental Clearances and Technical Support	LS	0	0	0	N/A
8.14	Environmental Clearances and Reevaluations	LS	0	0	0	N/A
8.15	Other Permits	LS	1	40	40	FEC basic coordination for crossing.
Environmental Permits, Compliance and Clearances Technical Subtotal					40	
8.16	Technical Meetings	LS	1	10	10	Meetings are listed below
8.17	Quality Assurance/Quality Control	LS	%	0%	0	
8.18	Supervision	LS	%	0%	0	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					10	
8.19	Coordination	LS	%	0%	0	
8. Environmental Permits, Compliance and Clearances Total					50	

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Project Activity 8: Environmental Permits, Compliance and Clearances

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
Technical Meetings						
	WMD	EA	1	5	5	
	ACOE	EA	0	0	0	
	USCG	EA	0	0	0	
	USFWS	EA	0	0	0	
	FFWCC	EA	0	0	0	
	FDOT	EA	1	5	5	one meeting with FDOT
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				10	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				10	

Carries to 8.16

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

Exhibit "B" - Page 23 of 49

Project Activity 19: Signing and Pavement Marking Analysis

Estimator: Marwan Mufleh, P.E.

Congress Ave From Northlake Blvd to Alt A1A - Phase 2

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	4	4	
19.2	No Passing Zone Study	LS	0	0	0	N/A
19.3	Reference and Master Design File	LS	1	78	78	set up & develop design of master signing and marking plan sheets (7 sheets), incl no passing striping, railroad & response to Traffic comments
19.4	Multi-Post Sign Support Calculations	EA	2	3	6	foundation calculations for "next signal" signs
19.5	Sign Panel Design Analysis	EA	2	3	6	font, lettering & sign dimension analysis for "next signal" signs.
19.6	Sign Lighting/Electrical Calculations	EA	0	0	0	N/A
19.7	Quantities	LS	1	18	18	calculate quantity for each sheet (7 plan sheets) + 1 update
19.8	Computation Book	LS	0	0	0	N/A
19.9	Cost Estimate	LS	1	6	6	2 submittals at 3 hr each
19.10	Technical Special Provisions	LS	0	0	0	
19.11	Other Signing and Pavement Marking	LS	0	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					118	
19.12	Field Reviews	EA	1	0	0	
19.13	Technical Meetings	LS	1	0	0	See below
19.14	Quality Assurance/Quality Control	LS	%	0%	0	
19.15	Independent Peer Review	LS	%	0%	0	
19.16	Supervision	LS	%	0%	0	
Signing and Pavement Marking Analysis Nontechnical Subtotal					0	
19.17	Coordination	LS	%	2%	2	
19. Signing and Pavement Marking Analysis Total					120	

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Project Activity 19: Signing and Pavement Marking Analysis

Technical Meetings

Sign Panel Design	EA	0	0	0
Queue Length Analysis	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				0

Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0

Total Meetings **0**

Carries to 19.13

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Project Activity 20: Signing and Pavement Marking Plans

Estimator: Marwan Mufleh, P.E.

Congress Ave From Northlake Blvd to Alt A1A - Phase 2

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	4	1	4	
20.2	Summary of Pay Items Including CES Input		LS	0	0	0	0	
20.3	Tabulation of Quantities		Sheet	1	9	1	9	complete quantity tables & update
20.4	General Notes/Pay Item Notes		Sheet	1	6	1	6	
20.5	Project Layout		Sheet	0	0	0	0	N/A
20.6	Plan Sheet		Sheet	7	4	7	28	minor labeling, sheet numbering & printing for all phases
20.7	Typical Details		EA	0	0	0	0	N/A
20.8	Guide Sign Worksheet(s)		EA	2	2	2	4	"Next Signal" sheet layout & labeling
20.9	Traffic Monitoring Site		EA	0	0	0	0	N/A
20.10	Cross Sections		EA	0	0	0	0	N/A
20.11	Special Service Point Details		1	0	0	0	0	N/A
20.12	Special Details		LS	0	0	0	0	N/A
20.13	Interim Standards		LS	0	0	0	0	N/A
Signing and Pavement Marking Plans Technical Subtotal						12	51	
20.14	Quality Assurance/Quality Control		LS	%	0%		0	
20.15	Supervision		LS	%	0%		0	
20. Signing and Pavement Marking Plans Total						12	51	

Exhibit "B" - Page 26 of 49

SUBCONSULTANT FEES

CONGRESS AVENUE EXTENSION

JUNE 10, 2013



June 19, 2013

Mr. Marwan Mufleh
Kimley-Horn & Associates, Inc.
1690 South Congress Avenue Suite 100
Delray Beach, FL 33445

**Re: Congress Avenue Extension (North of Northlake Boulevard to Alternate A1A)
Roadway Design Survey**

Dear Mr. Mufleh:

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

PHASES I & II

I. HORIZONTAL PROJECT NETWORK CONTROL

Using the information supplied by Kimley-Horn and Associates, we will establish the proposed centerline alignment for Congress Avenue from 300' south of Northlake Boulevard to Alternate A1A, and for Alternate A1A 1000' north of Richard Road/Congress Avenue intersection. 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. 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 additional information provided.

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 50-foot intervals in Phase I (as shown on Attachment 'B'), and 100-foot intervals in Phase II, 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.

Mufleh
June 19, 2013
Page 2

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 nine (9) references. We will provide a sheet showing baseline control and benchmarks to be included with the roadway plans.

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 Congress Avenue. We will try to locate as many corners as possible to positively establish the current right of ways.

VI. TOPOGRAPHY

A complete topographic survey will be performed along the route starting at Park Lane and going easterly to Alternate A1A and will include all pertinent trailers and houses within the limits as shown on the attached sketch. The survey will then continue south of Park Lane to 300' south of Northlake Boulevard and Congress Avenue, including 100' on each leg of the intersection. This survey will tie in all visible features such as, but not limited to, signs, light poles, guardrails, utilities, walks, edge of pavement, curbing, drainage structures, trees (within the proposed right-of-way), etc. It will also include an approximate area of one acre for proposed stormwater pond. These locations will show all features within the area as shown on Attachment 'B'. Topographic survey will include a wider corridor area around the horizontal curve to encompass all three alignment alternatives. In addition, we will locate soil borings and potholes as marked in the field. Trailer pads and utilities in Phase II will be located with GPS and will not contain elevations (this does not include storm and sewer).

VII. CROSS SECTIONS

Cross sections will be done along the route at 50-foot intervals. Additionally, we will obtain 50' cross sections (including high and low points) on Richard Road, from Park Lane to Alternate A1A, Park Lane, all side streets (100' down the street) as per the attached sketch, and on the 1-acre pond site. We will provide a TIN and Microstation file of the survey.

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 invert elevations, pipe sizes and materials for all pipes located including outfall pipes. We will trace out the existing storm to the C-17 outfall.

IX. 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.

Mufleh
June 19, 2013
Page 3

X. 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 easements (TCE). 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 ten (10) legal descriptions and sketches for this project at \$450.00 each totaling \$4,500.00.

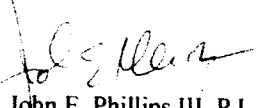
**XI. OPTIONAL TURN LANE ON ALTERNATE A1A (SR-811)
(1000' NORTH AND SOUTH OF INTERSECTION)**

A topographic survey will be performed along Alternate A1A for the design of a turn lane onto the proposed Congress Avenue. This survey will tie in all visible features such as, but not limited to, signs, light poles, guardrails, utilities, walks, edge of pavement, curbing, drainage structures, trees (within the proposed right-of-way), etc. These locations will show all features within the corridor from the westerly right of way to centerline of Alternate A1A extending to 10' outside the proposed right of way if provided. The survey limits will extend 1000' north and 1000' south of the intersection at Richard Road.

CLOSURE

A drawing will be produced which will show all the features located. We propose to provide Kimley-Horn and Associates, Inc. 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 \$55,234.50** (\$44,393.50 for the survey, \$4,500.00 for legal descriptions and sketches and \$6,341.00 for the optional turn lane); 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.


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

Attachment

JEP/mb

This Proposal accepted this ____ day of _____, 2013

By: _____
Kimley-Horn & Associates, Inc.

Print Name: _____

Title: _____


BROWN & PHILLIPS, Inc.
 PROFESSIONAL SURVEYING SERVICES

Exhibit "B" - Page 31 of 49

ATTACHMENT 'A' (1 of 2)

Congress Avenue Extension, Northlake Boulevard to Alternate A-1-A - Phase I & II

Type of Survey: Roadway Design
 Size: 5400±
 Date: June 19, 2013

TASK	3 MAN CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination				6	
Horizontal Project Network Control	10		25	9	Establish control and right-of-way.
Vertical Project Network Control	12		2		Set benchmarks along corridor
Baseline Layout	5		2		Layout baseline at 50' intervals in Ph. I and 100' intervals in Ph. II
Reference Points	9		2		Set references - 9
Section Ties	3			0.5	Tie in PBCo. Horizontal control
Subdivision & Property Ties	20		5	3	Tie in adjoining property corners
Side Street Surveys	7		2		Side streets to 100' down street
Topography	70		14	3	Locate all above ground features
Cross Sections	30		13	7	At 50' intervals to 25' outside RW - prepare TIN file
Asbuilts	9		2		Asbuilt storm structures & follow to C-17 outfall
Underground Utilities (potholes 30±)	5		1		Locate soil borings and marked utility
Tree Survey	16		5	1	Locate planted trees in R/W
Pond Topo	8	4	1	1	Topo for proposed stormwater pond site
R/W Procurement Map		15	24	5	
CADD Base Drawing		74	14	8	Prepare cadd drawing
Total Hours:	204	93	112	43.5	
Rate/Hour	\$125.00	\$66.00	\$70.00	\$113.00	
Subtotal:	\$25,500.00	\$6,138.00	\$7,840.00	\$4,915.50	
Total Labor Cost:					\$44,393.50

Other Direct Costs:
 Legal Description & Sketch
 Prints
 Shipping
 Other

quantity	unit	cost/unit	total
10	each	\$450.00	\$4,500.00
	sheet	\$1.50	\$0.00
	cost x markup	1.20	\$0.00
			\$0.00

Total Other Direct Costs:

\$4,500.00

TOTAL PRICE

\$48,893.50

B
BROWN & PHILLIPS, Inc.
 PROFESSIONAL SURVEYING SERVICES
 ATTACHMENT 'A' (2 of 2)

Congress Avenue Extension, Northlake Boulevard to Alternate A-1-A Optional 1000' N. & S. on A1A

Type of Survey: Roadway Design (turn lane)

Size: 2000'

Date: June 19, 2013

TASK	3 MAN CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination					
Horizontal Project Network Control	4		2	0.5	Find/set additional control
Vertical Project Network Control	3		0.5		Set benchmarks along corridor
Topography	12		2	0.5	Locate all above ground features
Cross Sections	10		5	2	At 100' intervals to 25' outside R/W. Prepare TIN file.
Asbuilts	4		0.5		Asbuilt storm structures
CADD Base Drawing		14	2	1	Prepare cadd drawing
Total Hours:	33	14	12	4	
Rate/Hour	\$125.00	\$66.00	\$70.00	\$113.00	
Subtotal:	\$4,125.00	\$924.00	\$840.00	\$452.00	
Total Labor Cost:					\$6,341.00

Other Direct Costs:

	<u>quantity</u>	<u>unit</u>	<u>cost/unit</u>	<u>total</u>
Legal Description & Sketch		each	\$450.00	\$0.00
Prints		sheet	\$1.50	\$0.00
Shipping		cost x markup	1.20	\$0.00
Other				\$0.00

Total Other Direct Costs:

\$0.00

TOTAL PRICE

\$6,341.00

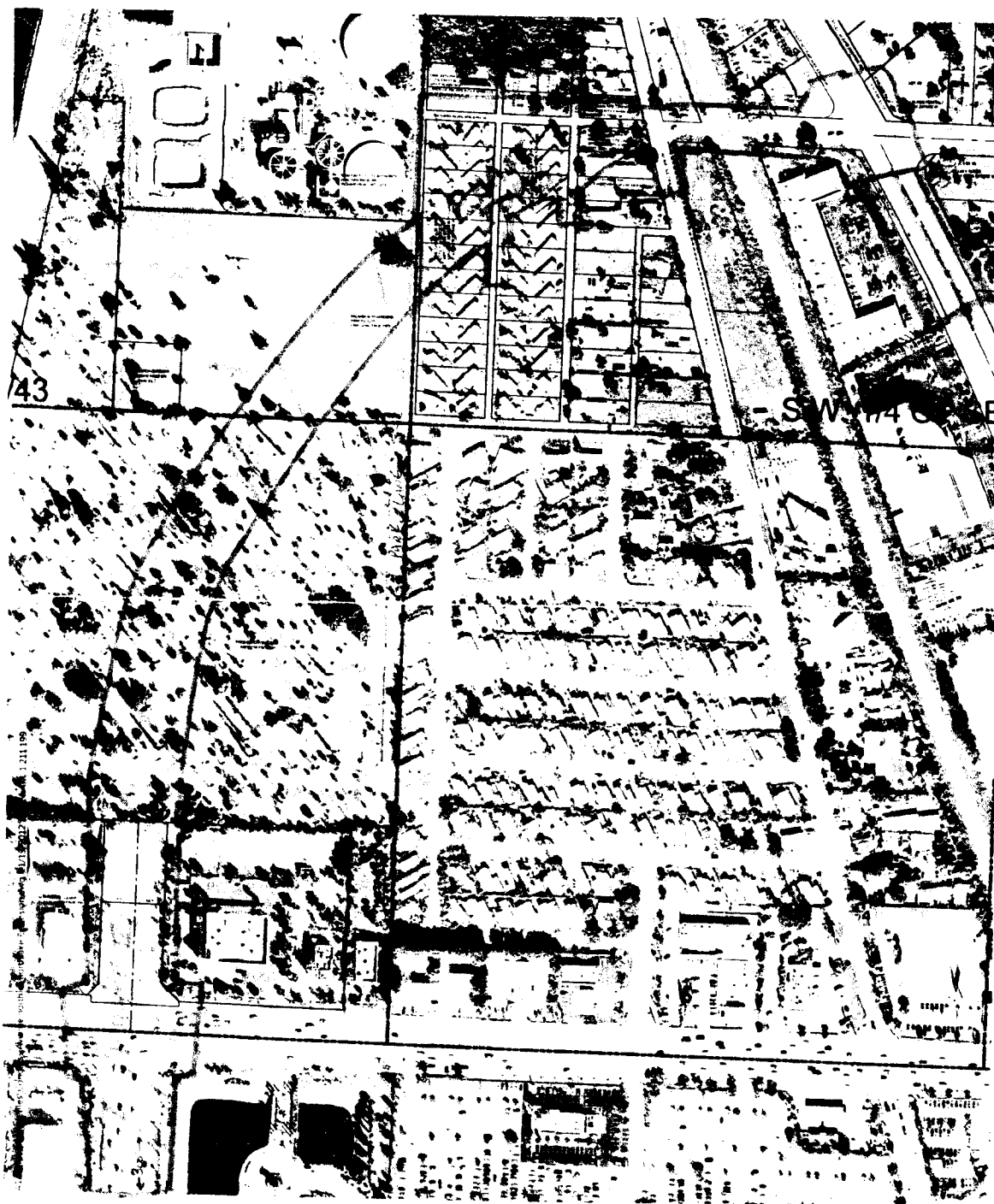




Exhibit "B" – Page 34 of 49

July 30, 2013
March 29, 2013

Kimley-Horn and Associates, Inc.
1690 South Congress Avenue Suite 100
Delray Beach, FL 33445-6327

Attn: Mr. Marwan Mufleh,, P.E.

Re: **Proposal for Geotechnical Services**
Proposed Congress Avenue Extension From North Lake to Alt. AIA
Palm Beach County, Florida
TSF Proposal No.: 1211-403 (Revised)

Dear Marwan:

As requested, TIERRA SOUTH FLORIDA, INC. (TSF) is pleased to submit this proposal for the above-referenced project. The proposal is based on a scope meeting held at Palm Beach County. 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. The proposed scope work for the improvement is as follow (revised by PBC):

- 1) We understand that the project will include 5,200 linear feet of new roadway and widening. We propose to drill a total 52 auger borings, 42 to a depth 5 feet and 10 to a depth of 15 feet at 200 foot interval.
- 2) The proposed mast arms, TSF will perform four (4) Standard Penetration Test (SPT) borings to a depth of 30 feet at the corner of Alt. AIA. **(Optional Service)**
- 3) Additionally, we propose to perform three (3) Borehole Permeability and three (3) Double Ring Infiltrimeter tests per SFWMD Standards for drainage.

Boring 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, percolation test results, recommendations for pavement design, foundation design for the bridge, soil parameters for the mast arms design, recommendation for pond construction and a discussion of some construction considerations.

ESTIMATED FEES

It is proposed that the fee for the performance of the services outlined above be determined on a unit price basis and that the work be performed pursuant to TSF's General Conditions enclosed herewith and incorporated into this proposal. The estimated fees 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.

SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting and permit approval). The fieldwork will take about three weeks to complete. The written report can be submitted about three weeks after completion of the field exploration, depending on the extent of the

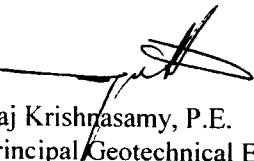
Kimley-Horn & Associates, Inc.
TSF Proposal No. 1211-403

laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

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

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.


Raj Krishnasamy, P.E.
Principal Geotechnical Engineer/ President

Attachments: 1. Fee Estimate

AUTHORIZED BY:	INVOICE TO:
Name:	Firm:
Title:	Name:
Date:	Address:

TIERRA SOUTH FLORIDA, INC.
ROADWAY

	Unit	# of Units	Unit Price	Total
I. FIELD INVESTIGATION				
Mobilization of Men and Equipment Truck-Mounted Equipment	Trip	1	\$ 350.00	\$ 350.00
SPT Borings 0 - 50 ft depth	L.F.	0	\$ 12.00	0.00
Grout Boreholes 0 - 50 ft depth	L.F.	0	\$ 5.50	0.00
Casing Allowance 0 - 50 ft depth	L.F.	0	\$ 7.00	0.00
Percolation Test	Test	3	\$ 275.00	\$ 825.00
Roadway Auger Borings	L.F.	360	\$ 9.00	\$ 3,240.00
Double Ring Infiltrometer Test	Each	3	\$ 500.00	\$ 1,500.00
Generator Rental	Day	0	\$ 150.00	0.00
Pavement Evaluation	Hour	0	\$ 100.00	0.00
Traffic Control (1-man crew with safety equipments)	Day	0	\$ 1200.00	0.00
II. LABORATORY TESTING				
Visual Examination by Staff Engineer	Hour	6	\$ 85.00	\$ 510.00
Natural Moisture Content Tests	Test	6	\$ 10.00	\$ 60.00
Grain-Size Analysis - Full Gradation	Test	6	\$ 60.00	\$ 360.00
Grain-Size Analysis - Single Sieve	Test	0	\$ 30.00	0.00
Organic Content Tests	Test	6	\$ 45.00	\$ 270.00
LBR	Test	3	\$ 275.00	\$ 825.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	0	\$ 185.00	0.00
III. FIELD ENGINEERING AND TECHNICAL SERVICES				
Site Recon./Utility Coordination Sr. Engineering Technician	Hour	12	\$ 65.00	\$ 780.00
IIIA. ENGINEERING AND TECHNICAL SERVICES				
Pavement Evaluation Report	LS	0	\$ 1000.00	0.00
Principal Engineer	Hour	4	\$ 145.00	\$ 580.00
Senior Geotechnical Engineer	Hour	8	\$ 125.00	\$ 1,000.00

TIERRA SOUTH FLORIDA, INC.
ROADWAY

	Unit	# of Units	Unit Price	Total
Project Engineer	Hour	20	\$ 115.00	\$ 2,300.00
Draftperson	Hour	9	\$ 60.00	\$ 540.00
TOTAL FEE FOR GEOTECHNICAL SERVICES-Roadway				\$ 13,140.00

2.45

TIERRA SOUTH FLORIDA, INC.
STRUCTURES (Optional Service)

	Unit	# of Units	Unit Price	Total
I. FIELD INVESTIGATION				
Mobilization of Men and Equipment Truck-Mounted Equipment	Trip	1	\$ 350.00	\$ 350.00
SPT Borings 0 - 50 ft depth	L.F.	120	\$ 12.00	\$ 1,440.00
Grout Boreholes 0 - 50 ft depth	L.F.	120	\$ 5.50	\$ 660.00
Casing Allowance 0 - 50 ft depth	L.F.	60	\$ 7.00	\$ 420.00
Percolation Test	Test	0	\$ 275.00	0.00
Roadway Auger Borings	L.F.	0	\$ 9.00	0.00
Traffic Control (1-man crew with safety equipments)	Day	1	\$ 1200.00	\$ 1,200.00
II. LABORATORY TESTING				
Visual Examination by Staff Engineer	Hour	3	\$ 85.00	\$ 255.00
Natural Moisture Content Tests	Test	0	\$ 10.00	0.00
Grain-Size Analysis - Full Gradation	Test	0	\$ 60.00	0.00
Grain-Size Analysis - Single Sieve	Test	0	\$ 30.00	0.00
Organic Content Tests	Test	0	\$ 45.00	0.00
Atterberg Limit Tests	Test	0	\$ 70.00	0.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	4	\$ 185.00	\$ 740.00
III. FIELD ENGINEERING AND TECHNICAL SERVICES				
Site Recon./Utility Coordination/MOT Sr. Engineering Technician	Hour	4	\$ 65.00	\$ 260.00
IIIA. ENGINEERING AND TECHNICAL SERVICES				
Principal Engineer	Hour	1	\$ 145.00	\$ 145.00
Senior Geotechnical Engineer	Hour	2	\$ 125.00	\$ 250.00
Project Engineer	Hour	8	\$ 115.00	\$ 920.00
Draftperson	Hour	2	\$ 60.00	\$ 120.00
TOTAL FEE FOR GEOTECHNICAL SERVICES-Mast Arms				\$ 6,760.00

2 4/18/18

Gerson, Preston, Robinson
CERTIFIED PUBLIC ACCOUNTANTS

James P. Robinson, CPA/ABV, CFF
American Institute Of Certified Public Accountants
Florida Institute Of Certified Public Accountants

777 Glades Road,
Suite 204
Boca Raton, Florida 33434

Telephone: 561-392-9059
Facsimile: 305-351-7885

jpr@gprco-cpa.com

REPLY TO: MIAMI BEACH OFFICE

March 29, 2013

VIA E-MAIL: Marwan.Mufleh@kimley-horn.com
Marwan Mufleh, P.E.
Kimley-Horn and Associates, Inc.
1690 South Congress Avenue Suite 100
Delray Beach, FL 33445-6327

Re: Palm Beach County Roadway Improvement
Congress Avenue (Northlake to Alt. A-1-A)
Project #2012517 Intersection Improvements

Dear Mr. Mufleh:

The breakdown of our "not to exceed" fee quote is as follows:

	Rate	PHASE I		PHASE I	
		Hours	Total	Hours	Total
Partners	\$ 190.00	14	\$ 2,660	4	\$ 760
Managers	\$ 140.00	61	\$ 8,540	16	\$ 2,240
Staff	\$ 100.00	<u>38</u>	<u>\$ 3,800</u>	<u>5</u>	<u>\$ 500</u>
		113	\$ 15,000	25	\$ 3,500

This is our estimated hours of the "not to exceed \$18,500" quote. We reserve the right to vary the work among the three personnel classifications as long as the end result does not exceed the total fee quoted for each of the phases.

Should you have any questions, please call Jorge Moreno or myself.

Very truly yours,

JAMES P. ROBINSON, CPA/ABV, CFF

JPR/jlmz

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Gerson, Preston, Robinson
CERTIFIED PUBLIC ACCOUNTANTS

James P. Robinson, CPA/ABV, CFF
American Institute Of Certified Public Accountants
Florida Institute Of Certified Public Accountants

777 Glades Road,
Suite 204
Boca Raton, Florida 33434

Telephone: 561-392-9059
Facsimile: 305-351-7885

jpr@qprco-cpa.com

REPLY TO: MIAMI BEACH OFFICE

November 2, 2012

VIA E-MAIL: Marwan.Mufleh@kimley-horn.com

Marwan Mufleh, P.E.
Kimley-Horn and Associates, Inc.
1690 South Congress Avenue Suite 100
Delray Beach, FL 33445-6327

Re: Palm Beach County Roadway Improvement
Congress Avenue (Northlake to Alt. A-1-A)
Project #2012517 Intersection Improvements

Dear Mr. Mufleh:

The following are the hourly rates we are currently charging for assignments with Palm Beach County:

Partners	\$ 190.00 per hour
Managers	\$ 140.00 per hour
Staff	\$ 100.00 per hour

Based on our preliminary search, our review of aerials and the scope meeting held on October 30, 2012, we have determined that the project involves 3 to 5 commercial parcels with approximately 13 to 15 businesses.

We will analyze the impact of the takings and familiarize ourselves with the affected businesses in order to prepare estimates of the value of the business and possible potential business damages.

We estimate our fee for the initial preliminary work anticipated under PHASE I (involving three alternatives) at \$15,000 and under PHASE II (selected Alternative) to be \$3,500 for a not to exceed total amount of \$18,500.

If the scope of the assignment changes beyond that, we will notify you of the need for a supplemental amount.

Should you have any questions, please call Jorge Moreno or myself.

Very truly yours,



JAMES P. ROBINSON, CPA/ABV, CFF

JPR/jlmz

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Jenkins Appraisal Services, Inc.

Exhibit "B" - Page 42 of 49

8295 N. Military Trail, Suite 11, Palm Beach Gardens, FL 33410 Phone: (561)640-4059 Facsimile: (561)640-8183

November 13, 2012

CONGRESS AVE PROJECT #2012517

The Scope of the Analysis which Jenkins Appraisal Services, Inc. would conduct is as follows:

Valuations of each property included in the project. Each property would be analyzed and information would be provided including:

Value of the part taken including land, site improvements and structures, either taken or impacted

Damages associated with the real estate, if any, and potential cost-to-cure analysis if possible

This scope will include gathering and analyzing sufficient sales and income data and other pertinent information in order to estimate the market values. The valuation process is typically accomplished via the three appraisal approaches to value, which are the Cost Approach, the Sales Comparison or Market Data Approach and the Income Approach. This project includes residential, commercial, vacant and improved properties. All appropriate valuation processes will be considered within the analysis. It will be necessary to analyze each different property type and appropriate valuation process and comparables for each.

This project includes portions of a manufactured housing/mobile home park. Acquisitions of manufactured housing/mobile home properties, like the one within this project, are regulated by Federal Statutes, including HUD requirements, and State Statutes. The analysis which will be provided will address the requirements of these Statutes, from a valuation, relocation and real estate appraisal standpoint. Additionally, any other requirements associated with the acquisition of the manufactured/mobile homes, which the appraiser is aware of, and which might impact this project, will be provided.

To conduct this analysis, I would anticipate three site inspections of the subject project, three team meetings to compare analysis and date, and numerous conference calls to share data and discuss issues with other experts.

Hourly rates are based upon the following:

Researcher:	\$ 125 per hour (20 hrs. estimated)
State-Certified General Real Estate Appraiser:	\$ 250 per hour (62 hrs. estimated)
Total Fee Estimated	\$18,000

Our fee to conduct this analysis will not exceed \$18,000.

RealMark Reseach, Inc.
2500 Hollywood Blvd., Suite 302
Hollywood, FL 33020
Fee Proposal for Congress Ave.,PBC Project No.2012157

Dear Marwan:

In response to your request,our estimated time and cost to provide the marketing analysis for this assignment is presented below.

The marketing study will provide estimates of how the alternative right-of-way options will impact the permanent and temporary revenues of the affected businesses,based on the proposed cure scenarios.The projected percentage losses in revenue and customer patronage is utilized by the CPA in estimating business damages.

Realmark Research will visit the properties involved,analyze the existing conditions and cure plans prepared by the transportation engineer.We will also evaluate input from other experts and team members,including the CPA,planner, real estate appraiser and others;attend team meetings and conferences,and review and research appropriate background material.We will assist in identifying problems pertaining to each parcel,such as parking,signage,stacking,circulation and deliveries.

It is difficult to estimate the time and cost for each parcel due to such factors as responding to changing cure plans,actual number of potential claimants,duration and number of meetings and other unforeseen circumstances.

However,based on my current review , the total time and cost is estimated as follows:

	Principal (Maurice Gruber)	Marketing Research Associate
Total Hours	90	40
Hourly Rate	\$135	\$85
Total Amount	\$12,150	\$3,400

The total estimated fee is \$15,550. Please note that the fee represents a maximum

amount, and is based on the work tasks and assumptions described in this proposal. Should the effort required exceed that noted in the scope of services, I shall inform you in writing and request a supplement agreement.

Please call if you need additional information.

Sincerely,

Maurice Gruber

Maurice Gruber
President
RealMark Research, Inc.
2500 Hollywood Blvd., Suite 302
Hollywood, FL 33020
Phone: (954) 954-921-2375
Fax: (954) 954-921-2376
Cell: (954) 954-881-6213
Email: maurice@realmarkresearch.com



July 30, 2013

Marwan Mufleh, PE
Kimley-Horn & Associates, Inc.
1690 South Congress Avenue, Suite 100
Delray Beach, FL 33445
Marwan.mufleh@kimley-horn.com

Re: SCOPE OF SERVICES AND ASSOCIATED FEE ESTIMATE
Congress Avenue – Northlake Blvd to SR A1A
Palm Beach County, Florida
Scheda Proposal No. 002451.20.P

Dear Marwan:

Scheda Ecological Associates, Inc. (Scheda) is pleased to present this scope of services and estimated fee for providing environmental consulting services to support the final design and permitting that will be undertaken by Kimley-Horn & Associates, Inc. (Kimley-Horn) for the above referenced project. It is understood that Scheda will either support or lead certain portions of this Palm Beach County (County) project and this proposed effort is detailed below.

SCOPE OF SERVICES

Task Description

C.1 DATA COLLECTION

Prior to conducting a site reconnaissance, all readily available existing contamination and wellfield data related to the project corridor and any natural environmental feature data will be collected and reviewed. This data will be used to draft the environmental support document to be included in the environmental permit application packages and consist of the following:

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

C.2 TREE SURVEY AND DOCUMENTATION

Scheda will lead this effort from inception to completion. Various tasks will be completed with the goal of obtaining the necessary information for the City of Palm Beach Gardens (City) to

issue a tree removal/relocation permit or determine that no permit is required. These tasks will include:

- a. Conduct a tree survey to document the species and size class of all native trees within the project corridor.
- b. Draft a Tree Survey Summary memo that includes tree count and location data for all trees that meet City relocation/removal size standards.

C.3 ENVIRONMENTAL PERMITTING

Scheda will support Kimley-Horn during the permitting process by leading and completing the following efforts:

- a. Complete Environmental Resource Permit (ERP) application forms. Compile all field and publicly available data into an environmental support document that will be submitted with the ERP application. Kimley-Horn will provide all permit sketches.
- b. Lead the City Tree Removal/Relocation Permitting process through data acquisition, application submittal, and follow-up coordination with City staff;
- c. Complete any SFWMD dewatering permit application forms and corresponding documentation.

C.4 MEETING ATTENDANCE

Scheda will attend the following environmental permitting related meetings: Permitting pre-application meetings with state agencies (2), agency request for additional information/clarification (RAI) meetings (2), wellfield coordination meetings with County and Seacoast Utilities (4), and tree permit coordination meetings with the City (1).

C.5 ASSUMPTIONS

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

1. Survey, engineering, and geotechnical services are to be provided by others.
2. Permit sketches will be provided by others.
3. No permit(s) from the U.S. Army Corps of Engineers will be required.
4. Any wellfield permitting will be covered under optional services. See attached optional services fee sheet for details.
5. The scope does not include a protected species survey as it is assumed that no protected species occur in or utilize the project corridor. Should protected species be observed during the tree survey or during any other part of the project, a comprehensive survey will be covered under a future supplemental contract.
6. This scope does not include permitting the relocation of gopher tortoises. Should gopher tortoises or their burrows be observed in the project corridor, permitting, excavation, and relocation shall be covered under a future supplemental contract.

FEE ESTIMATE

The fee estimate totals **\$15,880.00** and will be considered a lump sum fee estimate, which will not be exceeded without prior written authorization from the client. An additional \$4,000.00 in reimbursable expenses to cover permit fees (\$3,500.00 for SFWMD Environmental Resource Permit application fee and \$500.00 for SFWMD dewatering water use permit application fee), as

Marwan Mufleh, PE
July 30, 2013
Page 3 of 3

shown on the attached fee sheet) is also requested. The fee estimate above does not include the \$7,660.00 in optional services to cover assistance with County wellfield permit application/modification process (see attached Optional Services fee sheet). The project will be billed monthly based upon the percentage completion of the fee.

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

Thank you for the opportunity to provide this scope and fee. Please contact me at (561) 865-7749 if you have any questions or require additional information.

Sincerely,
Scheda Ecological Associates, Inc.



Greg Juszli
Southeast Florida Regional Manager

The above terms are accepted as stated on this _____ day of _____, 2013.

Signature _____ Title _____

Witness _____

CONGRESS AVENUE EXTENSION (Northlake Blvd to SR A1A)
April 1, 2013

Scheda Ecological Associates, Inc.

Task	Expert Witness	Principal Scientist	Senior Scientist IV	Senior Scientist III	Senior Scientist I & II	Env Scientist	GIS Analyst	AutoCAD	Env Tech		EXPENSE FEE	LABOR FEE	TOTAL FEE	SCHEDA HOURS
C1 - DATA COLLECTION (related to species)														
Obtain readily available contamination and wellfield GIS data						4						\$ 320.00	\$ 320.00	4
Obtain and summarize EDR contamination report					8							\$ 800.00	\$ 800.00	8
												\$ -	\$ -	0
												\$ -	\$ -	0
SUBTOTAL TASK C1					8	4						\$ -	\$ 1,120.00	12
C2 - TREE SURVEY														
Formulate methodology / Produce Field Maps / Field Prep						4	4					\$ 620.00	\$ 620.00	8
Conduct Tree Survey					6							\$ 1,080.00	\$ 1,080.00	12
Draft Tree Summary Memo			1			8	4					\$ 1,100.00	\$ 1,100.00	13
SUBTOTAL TASK C2			1		6	18	8					\$ -	\$ 2,800.00	33
C3 - PERMITTING														
Assist Kimley Horn with ERP: provide environmental documentation		2			24	24						\$ 4,640.00	\$ 4,640.00	50
Lead City Tree Relocation/Removal Permit					16	24	8					\$ 4,120.00	\$ 4,120.00	48
Assist Kimley Horn with SFWMD Dewatering Permit						20						\$ 1,600.00	\$ 1,600.00	20
												\$ -	\$ -	0
SUBTOTAL TASK C3		2			40	88	8					\$ -	\$ 10,360.00	118
C4 - MEETING ATTENDANCE														
Pre-application - SFWMD					4							\$ 400.00	\$ 400.00	4
Two RAI clarification - SFWMD					8							\$ 800.00	\$ 800.00	8
City of Palm Beach Gardens for Tree permit					4							\$ 400.00	\$ 400.00	4
												\$ -	\$ -	0
SUBTOTAL TASK C4					16							\$ -	\$ 1,600.00	16
Project Summary Total		3			70	90	16					\$ 15,880.00	\$ 15,880.00	179

Prepared By: G. Juzi
Proposal No. 002451 20 P

Labor Plus Normal Expenses \$ 15,880.00
Reimbursable Expenses
ERP Application Fee \$ 3,500.00
Dewatering Permit Fee \$ 500.00
TOTAL \$ 4,000.00

**CONGRESS AVENUE EXTENSION (Northlake Blvd to SR A1A)
June 13, 2013**

Scheda Ecological Associates, Inc. - Optional Services

Task	Expert Witness	Principal Scientist	Senior Scientist IV	Senior Scientist III	Senior Scientist I & II	Env. Scientist	GIS Analyst	AutoCAD	Env. Tech		EXPENSE FEE	LABOR FEE	TOTAL FEE	SCHEDA HOURS
	\$175.00	\$160.00	\$130.00	\$120.00	\$100.00	\$80.00	\$75.00	\$70.00	\$60.00					
O1 - OPTIONAL SERVICES: WELLFIELD PERMITS														
Complete County Wellfield Permit Modification/Application forms; create graphics; coordinate with County ERM staff			4			32	24	4				\$ 6,060.00	\$ 6,060.00	64
(Design sketches to be provided by Kimley-Horn)														
Coordination meetings with County ERM and Seacoast Utilities						16						\$ 1,600.00	\$ 1,600.00	16
SUBTOTAL TASK O1			4			48	24	4				\$ 7,660.00	\$ 7,660.00	80
SUBTOTAL TASK												\$ -	\$ -	-
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
												\$ -	\$ -	0
SUBTOTAL TASK												\$ -	\$ -	0
Project Summary Total			4			48	24	4				\$ 7,660.00	\$ 7,660.00	80

Prepared By: G. Jusztli
Proposal No: 002451.20.P

ASSUMPTIONS:

O1. County will pay any permit fees for wellfield permit (mod).

Handwritten notes: \$4,900.00, \$300.00, \$300.00

Labor Plus Normal Expenses \$ 7,660.00
Specialized Expenses N/A

Palm Beach County
Engineering & Public Works Roadway Production

Exhibit "D" – Page 1 of 3

PARTICIPATION FOR MWBE/SBE CONSULTANTS
Contract

Project Name: Congress Avenue from N. of Northlake Boulevard to Alternate A-1 **Project Number:** 2012517
Prime Vendor: Kimley-Horn & Associates, Inc. **Resolution Number:** R2013-
Telephone: (561) 845-0665 **Resolution Date:** 8/7/2013
Contact: Amy McGreger **Department:** Engineering & Public Works

MINORITY SUBCONTRACTORS

Minority Sub-Consultant	Type of Work Performed	Contract Dollar Amount for Sub-Consultant				
		Black	Hispanic	Women	Other	White Male
<hr/>						
Brown & Phillips, Inc. 1860 OLD OKEECHOBEE ROAD, SUI WEST PALM BEACH, FL 33409 (561) 615-3988	MWBE	0.00	0.00	0.00	0.00	
	SBE	44,393.50	0.00	0.00	0.00	0.00
<hr/>						
Tierra South Florida, Inc. 2765 VISTA PKY STE 10 WEST PALM BEACH, FL 33411 (561) 687-8536	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	0.00	0.00	13,140.00	0.00
<hr/>						
Scheda Ecological Associates, Inc. 5892 East Fowler Avenue Tampa, FL 33617 (813) 989-9600	MWBE	0.00	0.00	4,000.00	0.00	
	SBE	0.00	0.00	0.00	0.00	0.00
<hr/>						
Scheda Ecological Associates, Inc. 5892 East Fowler Avenue Tampa, FL 33617 (813) 989-9600	MWBE	0.00	0.00	15,880.00	0.00	
	SBE	0.00	0.00	0.00	0.00	0.00
<hr/>						
Brown & Phillips, Inc. 1860 OLD OKEECHOBEE ROAD, SUI WEST PALM BEACH, FL 33409 (561) 615-3988	MWBE	0.00	0.00	0.00	0.00	
	SBE	6,341.00	0.00	0.00	0.00	0.00
<hr/>						
Scheda Ecological Associates, Inc. 5892 East Fowler Avenue Tampa, FL 33617 (813) 989-9600	MWBE	0.00	0.00	7,660.00	0.00	
	SBE	0.00	0.00	0.00	0.00	0.00
<hr/>						
Tierra South Florida, Inc. 2765 VISTA PKY STE 10 WEST PALM BEACH, FL 33411 (561) 687-8536	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	0.00	0.00	6,760.00	0.00
<hr/>						
Jenkins Appraisal Services, Inc. (SBE) 5730 Corporate Way, Suite 120 West Palm Beach, FL 33407 (561) 640-4059	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	0.00	18,000.00	0.00	0.00

Palm Beach County
Engineering & Public Works Roadway Production

Exhibit "D" – Page 2 of 3

PARTICIPATION FOR MWBE/SBE CONSULTANTS
Contract

Brown & Phillips, Inc.
1860 OLD OKEECHOBEE ROAD, SUI
WEST PALM BEACH, FL 33409
(561) 615-3988

MWBE	0.00	0.00	0.00	0.00	
SBE	4,500.00	0.00	0.00	0.00	0.00
Total MWBE	0.00	0.00	27,540.00	0.00	
Percentage	0.00%	0.00%	5.61%	0.00%	
Total SBE	55,234.50	0.00	18,000.00	19,900.00	0.00
Percentage	11.26%	0.00%	3.67%	4.06%	0.00%

Total Contract Authorizataton
\$490,510.30



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/19/2013

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 endorsement(s).

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350		CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): (770) 552-4225 FAX (A/C, No): (866) 550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com	
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636		INSURER(S) AFFORDING COVERAGE	
		INSURER A National Union Fire Ins. Co.	19445
		INSURER B Commerce & Industry Insurance	19410
		INSURER C New Hampshire Insurance Company	23841
		INSURER D Lexington Insurance Company	19437
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 13-14 (Kimley Sharda) REVISION NUMBER:

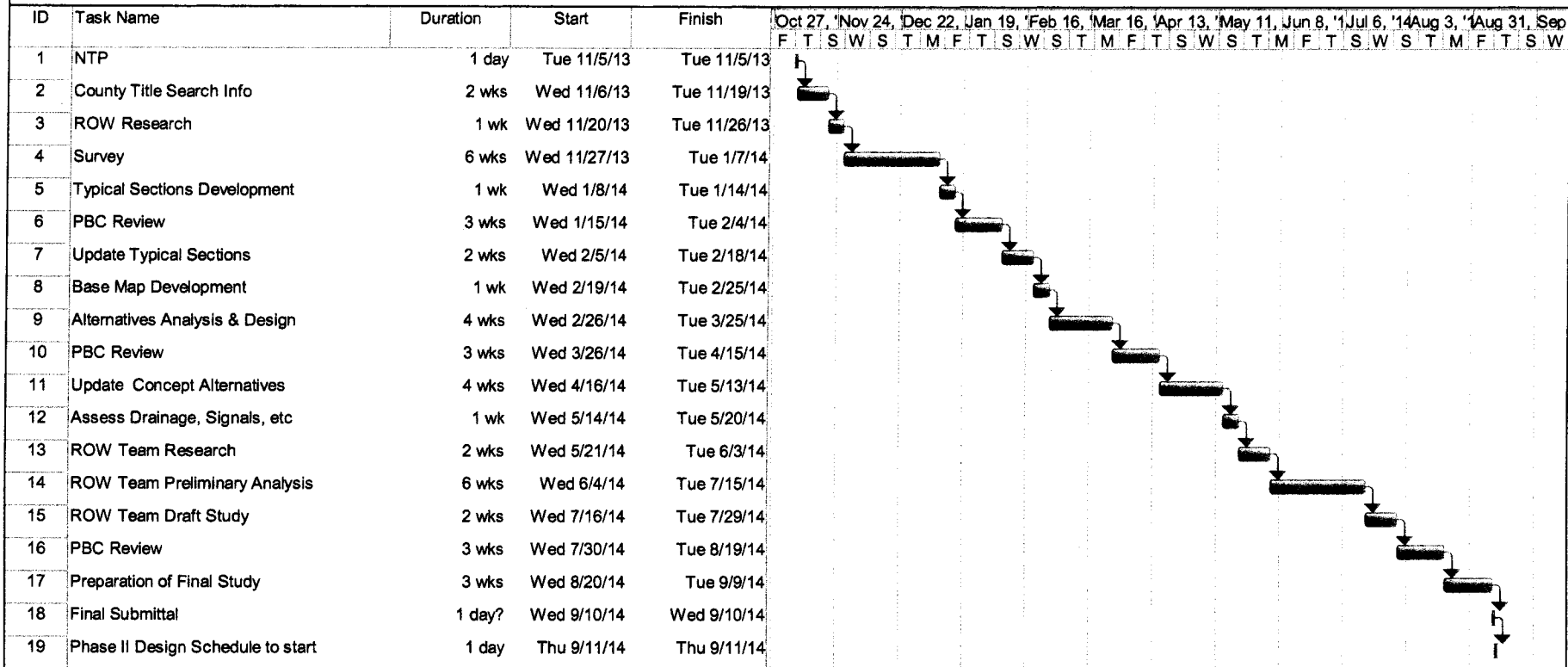
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL/SUBR INSR/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability		GL 9645227	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC					
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		CA 4982985	4/1/2013	4/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		BE 016395110	4/1/2013	4/1/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC 018112556	4/1/2013	4/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability		016017332	12/1/2012	4/1/2014	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: Project #2012517 - Congress Ave., from N. Northlake Blvd; Marwan Mufleh. The Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its officers, employees & agents are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. The above referenced liability policies with the exception of professional liability are primary & non-contributory where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Retroactive Date: 02/10/1967.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Engineering & Public Works Operations 2300 North Jog Road West Palm Beach, FL 33411	CANCELLATION 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 David Collings/JERRY <i>David H. Collings</i>

Congress Avenue
From North Lake Blvd to SR Alt. A1A
PBC #2012517



Project:20130917_Sch_Congress Ave-N Date: Tue 9/17/13	Critical		Project Summary		Manual Task	
	Critical Split		Rolled Up Critical		Duration-only	
	Task		Rolled Up Critical		Manual Summary Rollup	
	Split		External Tasks		Manual Summary	
	Milestone		External Milestone		Start-only	
	Slack		Inactive Task		Finish-only	
	Slippage		Inactive Milestone		Progress	
	Summary		Inactive Summary		Deadline	