

Agenda Item #: 3-C-5

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date:	August 19, 2014	<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 \$582,734.24 with R.J. Behar & Company, Inc. (RJB), for professional services for the Haverhill Road from north of Caribbean Boulevard to Bee Line Highway 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. RJB has an office in Palm Beach County. The Small Business Enterprise (SBE) goal for the Project is 15%. RJB has achieved 100% SBE participation for the Project.

District 1 & 7 (MRE)

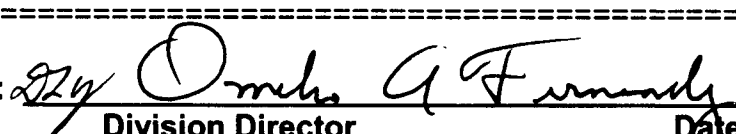
Background and Justification: On August 21, 2013, the Consultant's Competitive Negotiations Act Selection Committee selected RJB and, in accordance with PPM No. CW-O-048, the Board of County Commissioners (Board) was notified of the selection on August 21, 2013. Palm Beach County now desires RJB to provide 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)	\$371,999.04	(Design Plans, Utilities, Environmental, Permits, Signing & Marking).
Reimbursable Expenses (Not to Exceed)...	\$126,556.93	(Geotechnical, Survey, Permit Fees, Subsurface Utility, Reprographics).
Optional Services (Not to Exceed).....	<u>\$ 84,178.27</u>	(Signal Design, Structures, Environmental, Survey and Sketch, Subsurface Utility, Geotechnical, Post Design).
Total: <u>\$582,734.24</u>		

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

Attachments:

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

Recommended by:  7/22/14 
Division Director Date

Approved By:  7/29/14
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	<u>\$815,840</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$815,840</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE					
POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 3502 Dept 361 Unit 1392 Object 6505

Recommended Sources of Funds/Summary of Fiscal Impact:

Road Impact Fee Zone 2

Haverhill Rd from N. of Caribbean Blvd to Bee Line Hwy

New Task Authorization	
Basic Services	\$ 371,999.04
Reimbursables	\$ 126,556.93
Optional Services	\$ 84,178.27
Total Task Authorization	\$ 582,734.24
Staff Charges	
Roadway Production	\$ 116,550.00
Right of Way	\$ 29,140.00
Survey	\$ 29,140.00
Traffic	\$ 58,275.00
Fiscal Impact	\$ 815,839.24

C. Departmental Fiscal Review:

_____ Alice Kovalainen

III. REVIEW COMMENTS

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

John M. L.
OFMB SA 7/21/14

Dr. J. Jacobs 7/29/14
Contract Dev. and Control
7-29-14 10:00 AM

B. Approved as to Form and Legal Sufficiency:

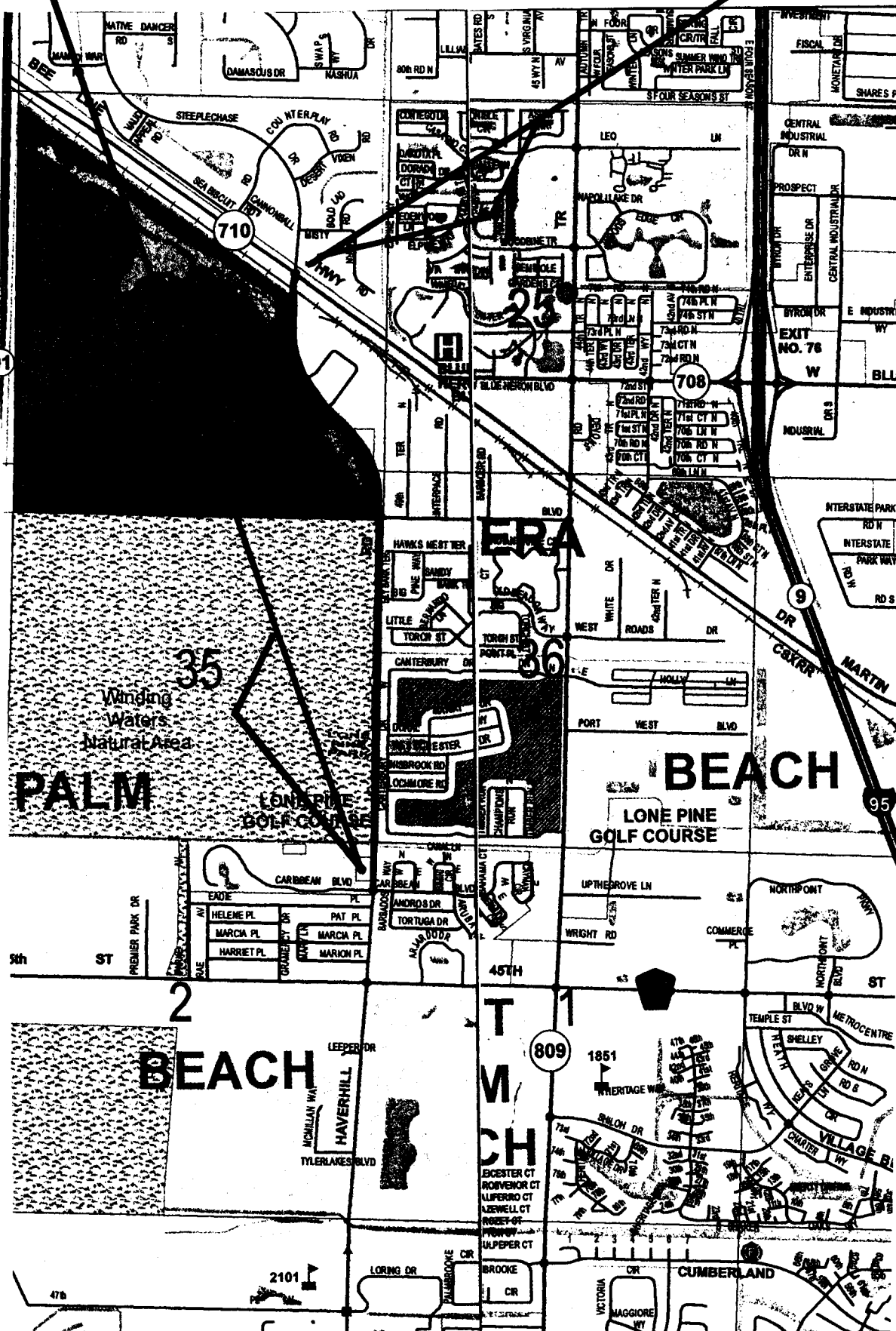
Monica R. Smith 8/14/14
Assistant County Attorney

C. Other Department Review:

Department Director

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

**HAVERHILL ROAD
N. OF CARIBBEAN BOULEVARD TO BEE LINE HIGHWAY
PALM BEACH COUNTY PROJECT NO. 2013528**



LOCATION SKETCH

ATTACHMENT 2

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

This is a Contract made as of _____, 2014, by and between **Palm Beach County**, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the **COUNTY**, and **R.J. Behar & Company, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at 6861 S.W. 196th Avenue, Suite 302, Pembroke Pines, Florida 33332, and having Federal Tax I.D. #65-0954070. The **COUNTY** intends to construct a five (5) lane roadway on **Haverhill Road from N. of Caribbean Boulevard to Bee Line Highway, Project No. 2013528** (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** 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 **\$371,999.04** 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 **\$126,556.93** 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 **\$84,178.27** 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 or the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the **COUNTY**, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the **COUNTY** and the **CONSULTANT**.

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

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

7.8 **Subcontracting**

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

The Palm Beach County Board of County Commissioners has established a minimum goal for SBE participation of 15% on all County solicitations. The **CONSULTANT** has committed to **99.00%** for this Project.

The **CONSULTANT** agrees to abide by all provisions of the Palm Beach County Code establishing the SBE Program, as amended, and understands that failure to comply with any of the requirements will be considered a breach of contract.

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

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

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

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

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

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

The **CONSULTANT** agrees to maintain all relevant records and information necessary to document compliance with the Palm Beach County Code and will allow the **COUNTY** to inspect such records.

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

7.9. **Personnel**

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

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

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

7.10. **Availability of Funds**

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

7.11. **Conflict of Interest**

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

The **CONSULTANT** shall promptly notify the **COUNTY'S** representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the **CONSULTANT'S** judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the **CONSULTANT** may undertake and request an opinion of the **COUNTY** as to whether the association, interest or circumstance would, in the opinion of the **COUNTY**, constitute a conflict of interest if entered into by the **CONSULTANT**. The **COUNTY** agrees to notify the **CONSULTANT** of its opinion by certified mail within thirty (30) days of receipt of notification by the **CONSULTANT**. If, in the opinion of the **COUNTY**, the prospective business association, interest or circumstance would not constitute a conflict of interest by the **CONSULTANT**, the **COUNTY** shall so state in the notification and the **CONSULTANT** shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the **COUNTY** by the **CONSULTANT** under the terms of this Contract.

7.12. **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, gender identity and expression, or genetic information.

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 an 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:

BY: _____
Priscilla A. Taylor, Mayor

CONSULTANT:

R.J. Behar & Company, Inc.

BY: _____
Robert J. Behar, P.E., President

SEAL

CORPORATE SEAL

ATTEST:

Sharon R. Bock, Clerk & Comptroller
Circuit Court

BY: _____
(Deputy Clerk)

ATTEST WITNESS:

BY: Dereth Behar
(Print Name)

Dereth Behar
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Ornela G. Fernandez

BY: Stephanie Miller
(Print Name)

Steph Miller
(Signature)

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

HAVERHILL ROAD

FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710

*OK as to
corrected scope & fee
KOF 6/11/14
ABIC 6/11/14*

PALM BEACH CO. PROJECT NO. 2013528

REVISED SCOPE of WORK

Prepared For:



PALM BEACH COUNTY
ROADWAY PRODUCTION

Prepared By:



R.J. Behar

R.J. BEHAR & COMPANY, INC.

12788 Forest Hill Blvd., Suite 2003b, Wellington, FL 33414

Ph: (561) 333-7000 ; Fax (561) 333-7001

RJB PROJ. No. 650810

June 10, 2014

Submitted: 10/29/13

Revised: 12/31/13

2/12/14

3/21/14

4/7/14

4/25/14

5/11/14

5/19/14

6/2/14

6/5/14

HAVERHILL ROAD
From North of Caribbean Boulevard to SR 710 (Beeline Highway)
Palm Beach County Project No. 2013528
REVISED SCOPE OF SERVICES

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Appendices

- B-1** RJ Behar & Company, Inc. - Fee Summary with Staffhour distribution
- B-2** Alan Gerwig & Associates, Inc. Fee Summary
- B-3** Scheda Ecological Associates, Inc. Fee & Scope Clarification
- B-4** GCME, Inc. Fee & Scope Clarification
- B-5** Engenuity, Inc., Fee & Scope Clarification

**EXHIBIT A
SCOPE OF SERVICES**

**HAVERHILL ROAD
From North of Caribbean Boulevard to SR 710 (Beeline Highway)
Palm Beach County Project No. 2013528**

1.0 PROJECT DESCRIPTION

Haverhill Road improvements design project begins north of Caribbean Boulevard and extends to SR 710 (Beeline Highway), a distance of approximately 1.6 miles.

The project consists of designing the reconstruction of Haverhill Road from the existing two lane section to a minimum of two-lanes in each direction, within the above specified limits. The project will investigate alternative typical sections and determine whether the project will consist of a four lane divided roadway section or a five lane section with bi-directional turning lanes. The overall design effort will include horizontal and vertical alignments, roadway typical sections, closed drainage conveyance systems, new storm water management facilities, permitting through multiple agencies, environmental research, utility coordination, signing and pavement markings, signal installations and modifications, topographic survey, geotechnical investigations, and optional post design services.

2.0 OBJECTIVES:

RJ Behar & Company, Inc. (RJB) and its subconsultant partners (Design Team), which includes Alan Gerwig & Associates (AGA), Inc. for assistance in drainage analysis, hydraulic modeling, permitting and miscellaneous structural design, Scheda Ecological Inc. (Scheda), for assistance in environmental analysis and permitting, GCME, Inc. (GCME) for geotechnical services and Engenuity Inc. (EI), for survey and R/W engineering services. The Design Team shall prepare a complete set of construction plans with the necessary specifications and contract documents for bidding and construction within the specified project limits.

Elements of work will include:

- A. Roadway Design
- B. Drainage Design
- C. Environmental Research
- D. Permitting
- E. Utilities
- F. Misc. Structural Design
- G. Lighting Design (Not Required)
- H. Signing and Pavement Marking Plans
- I. Signal Design
- J. Traffic Volume Analysis (provided by County)
- K. Survey Services

- L. Miscellaneous Agency Coordination
- M. Optional Services
- N. Geotechnical Services

3.0 **SCOPE OF SERVICES**

All design, plans and contract documents will be prepared in accordance with the following applicable standards:

- Palm Beach County Thoroughfare Design Procedures (February, 2006), and T-P-13,
- FDOT Design Standards, 2014 Edition, or latest edition,
- FDOT Standard Specifications for Road and Bridge Construction, 2014 Edition,
- FDOT Plans Preparation Manual, 2014 Edition, or latest edition,
- Florida Greenbook, 2011 Edition,
- AASHTO Geometrics Design of Highway and Streets, 2011 Edition, or latest edition.

A. Roadway Design

Roadway Design will include a complete set of roadway plans, specifications, and permits required for construction. Specific items of interest with the roadway design include the following: Roadway plans will be prepared to provide a four-lane urban facility within the previously described project limits. This effort will include (at a minimum): Key Sheet, Summary of Quantities, Typical Sections and Notes, General Notes, Plan and Profile Sheets on PBC raster imagery base maps at a scale of 1"= 40', Intersection Details, Cross Sections a) at 100' intervals from North of Caribbean blvd to Dyer Blvd; b) at 50' intervals between Dyer Blvd and SR 710; Drainage Maps at a scale of 1"= 200', Quantities and Computation Books with 96% and final phase submittals, Cost Estimates with the 96% and final phase submittals and other detail sheets as necessary to produce final construction bid plans.

1. Typical Sections: The Haverhill Road widening is expected to reconstruct the existing two lane roadway, from north of Caribbean boulevard to SR 710 to provide an urban arterial with at least four (4) through lanes, two (2) lanes in each direction, and new sidewalks on each side of the road.

- a. Typical Section Analysis: The Consultant will analyze the various design elements, including lane width, shoulder, curb and gutter, sidewalk, cross slopes, borders, roadside elements etc. for an optimal design section. The typical section development will consider the following:

- The existing Haverhill Road right-of-way (R/W) varies from 92' to 104',
- The proposed minimum four lane facility is expected to require reconstruction of the existing two lane facility,
- Urban section - curb and gutter is anticipated on the outside of the proposed shoulders,
- Traffic Separation will be evaluated along Haverhill Road. The roadway sections will analyze a five-lane section with no median separation and a four-lane

Exhibit "A" – Page 5 of 17

divided section. Median widths for the divided sections will be analyzed, including use of a 15.5' minimum width and wider for left turn lanes where required. Turning lanes will be installed on Haverhill Road where geometry and R/W permit. Note: A left turn lane will be evaluated for installation on the SR 710 westbound approach to Haverhill Road,

- Proposed pedestrian walkway or sidewalk constructed on each side of the roadway,
- Drainage Requirements, and

The Typical Sections will be developed to optimize design speed and avoid R/W acquisition. However, the design speed is expected to set at 40 to 45 mph, from evaluation of two basic lane configurations, for Haverhill Road, including:

- Four Lane widened section, based on a 45 mph design speed, with four (4) twelve foot (12') minimum lanes, a grassed urban median, curb and gutter, and sidewalks (similar to the County's standard 100' R/W typical section), or
- Five Lane widened section, based on the 40 mph design speed, with four (4) eleven foot (11') lanes, a 12' reversible 'bi-directional' turn lane, 3' shoulders, curb and gutter, and sidewalks (similar to the County's standard 80' R/W typical section).

- b. Typical Section Package: A typical section package will be submitted to the County for review and approval, prior to submittal of the 35% plan submittal. The typical section package is expected to include the following:

Haverhill Road:

- i. Two (2) typical sections are required for the tangential southern segment, between north of Caribbean Boulevard to Dyer Boulevard. The first typical section will include a five-lane reconstruction section, based on the 80' R/W section (with provisions for transitioning to the next section). The second typical section involves a four-lane divided section to fit within the 92' R/W. Both sections will include standard cross slopes, shoulders, curb and gutter and an adjacent sidewalk on the eastside. The Westside sidewalk (8' wide – 6" thick) will be provided on top of the perimeter berm of Winding Waters Natural Area (WWNA), in lieu of constructing within the road's R/W.
- ii. Three (3) typical sections are required for the northern segment, between Dyer Boulevard and the CSXT Railway Crossing, one normal crown and two reverse superelevated sections,
- iii. Railway Crossing: A sixth typical section will be developed for the approach to the CSXT Railway crossing. The typical section is required for coordination with the railway design team and FDOT

Exhibit "A" – Page 6 of 17

review and approval. Note: the design and construction of the Railroad crossing will be done by CSXT.

iv. SR 710: (n/a)

- c. Typical Section Details: Typical Section details will be developed for specific situations, including Haverhill Road Left Turn Lane, Right Turn Lane, an east side sidewalk, a wall detail and one additional modified west side swale detail. A separate Dyer Boulevard swale detail is anticipated, however, a Dyer Boulevard roadway improvement typical section, is not anticipated.
2. Pavement Design and Value Engineering efforts are not required.
3. Access Management will be developed in areas where proposed median is constructed. Median openings will be developed in accordance with County Access Management standards. Provisions for standard County U-turn movements will be provided at designated locations.
4. Temporary Traffic Control Plans (TTCP) will be required to provide a necessary detour to enable the road closure necessary for the reconstruction of the at-grade CSXT railway crossing. The detour will begin at the Dyer Road intersection, proceed east to Military Trail and connect to SR 710. A schematic detour layout will be provided, with temporary detour signing layout, with notes addressing coordination with the Railroad, Park, Businesses, and access and notification requirements. Phased construction details and detour route layout will be submitted to FDOT with the permit plans and used to discuss the proposed staged construction and phasing with local agency officials. No additional public involvement is included in this effort.
5. Railway Crossing: Haverhill Road crosses the mainline railway owned by CSXT, south of the SR 710 Intersection. The propose crossing intends to widen the existing crossing to five (5) lanes. The new crossing is anticipated to incorporate 'Quiet Zone' criteria, which will need to be approved by the Federal Rail Authority (FRA). The quiet zone signal equipment is expected to include as a minimum standard CSXT standard quad gates, one overhead signal bridge (northbound) and one cantilever signal, for southbound traffic. A new signal interconnect is required between the railway signaling system and the SR 710 intersection signal system. Coordination with the County's Traffic division is required. This contract assumes that the design and construction of the railway crossing and railway signal improvements will be provided by CSXT. The agreement, defining the general construction details, schedule and coordination will be defined by the agreement developed by the County. A preliminary crossing design plan with the SR 710 intersection and signal installation layout will be provided to CSXT for their review and coordination. The three (3) coordination meetings with County and CSXT staff is anticipated.
6. A Master Plan will be prepared on 1"=40' scale, showing all right of way lines, control radii, curb return radii, turning lane lengths and location, median openings and major intersection geometry. No

Exhibit "A" – Page 7 of 17

profiles will be submitted with the master plan. It will be utilized to receive approvals from Roadway Production and Traffic Divisions for the proposed horizontal geometrics and basic lane arrangements. Access management design and Typical Section package will be submitted with the Master Plan.

7. Meeting Participation: The Design Team will participate in a kick-off meeting with project participants in order to define key concerns, stakeholders, and protocols for communication and submittals. Additionally, the Design Team will participate in regularly scheduled team progress and coordination meetings throughout the life of the project. This scope assumes one (1) meeting with PBC personnel every three (3) months, over a 16 month period, exclusive of phase review and other identified meetings.

B. Drainage Design:

The team shall develop drainage requirements for the proposed Haverhill Road widening through research, documentation, and evaluation of existing conditions along the project corridor. The Consultant team composed of RJB, AGA and Scheda will collaborate on the drainage design and permitting efforts. AGA will develop the initial design analysis, conduct flood routing and prepare the storm tabulations for the drainage layout, provided by RJB. Both teams will collaborate on the drainage design report, pond siting report and permitting, with additional environmental assistance provided by Scheda, as detailed in the following sections. Specific activities include:

1. Identify and analyze existing storm water management System: The Design Team, including RJB, AGA and Scheda will identify the existing drainage system components, existing storm drain network, outfalls, canals, drainage basin and subareas and applicable drainage criteria. Research and investigation efforts involve:
 - a. Identifying existing soils data from the Palm Beach Soil Survey,
 - b. Reviewing USGS topographic data,
 - c. Identifying existing drainage patterns,
 - d. Reviewing existing and proposed South Florida Water Management District (SFWMD) permits adjacent to the corridor,
 - e. Identifying SFWMD criteria for water quality and quantity,
 - f. Reviewing FEMA and SFWMD Floodplain maps to identify encroachments,
 - g. Investigating Northern Palm Beach County Improvement District (NPBCID) Plans and permits for this area.
2. Initial Assessment: To be developed by RJB, AGA and Scheda. For the purposes of identifying work efforts, the existing drainage system can be divided into four (4) sub-areas:
 - a. Southern Segment: from Dyer Boulevard to E.P.B. 10 the southern segment will collect runoff and outfall into the western parallel swale along the west side R/W line. The west side swale will be designed to outfall into the

Exhibit "A" – Page 8 of 17

adjacent Winding Waters Natural Area (WWNA), which ultimately outfall into E.P.B. 10.

- b. North Segment: The second Haverhill Roadway segment extends south, from the CSXT Railway crossing to Dyer Boulevard. Adjacent property includes Dyer Park, previously a County Landfill facility, managed by Palm Beach County Solid Waste Authority (SWA), on the west side with developed industrial and business properties along the east side. Due to potential contamination issues, various options will need to be analyzed to minimize impacts upon water quality, including the use of solid pipe trunk lines, diverting drainage south, across Dyer Boulevard to an outfall in the Winding Waters Natural Area (WWNA) on the west side. Water quality options, to be investigated, will consider swales, exfiltration trenches, off-site ponds or combinations of the above.
 - c. SR 710 Intersection: Includes drainage system from CSXT Railway crossing to include the SR 710 intersection improvements. The CSXT railway is the drainage divide (highpoint) of Haverhill Road. The Railway will act as a natural divide separating the northern segment from the intersection at SR 710. All runoff from affected portions of SR 710 intersection improvements and approaches up to the CSXT railway crossing, will outfall into the existing parallel swale (pond) between the CSXT track and SR 710. The existing CSXT swale has recently been reconstructed by the 24" FPL owned gas main construction and may require special permits for any proposed modification (to be confirmed). Drainage modifications to this area may be limited to minor structure reconstruction and culvert extensions. The drainage improvements in this section will need to be submitted to FDOT approval with the permit set.
 - d. Dyer Boulevard: Approximately 500' of Dyer Boulevard's existing drainage system will be analyzed for improvements. A proposed connection to the Haverhill Road outfall will be analyzed to eliminate the existing "bubble up" system. The design may include reconstructing swales and inlets with a new outfall to a new swale (or pond) along the east side of Haverhill Road. In addition, a proposed outfall will connect to the Winding Waters swale/system or directly discharge into E.P.B. 9, on the east side.
3. Once existing conditions have been accurately determined, RJB and AGA will develop the proposed drainage systems layout and evaluated using the existing data and the following criteria:
- a. Design storm sewer systems to meet County hydrologic design criteria for hydraulic clearances,

Exhibit "A" – Page 9 of 17

- b. Evaluate proposed inlet locations for spread,
 - c. Analysis of CSXT and SR 710 storm water management systems to determine available capacity,
 - d. Design of floodplain encroachment compensation if necessary.
4. The drainage design and associated plans will be prepared in substantial conformance with:
- a. Northern Palm Beach County Improvement District (NPBCID),
 - b. South Florida Water Management District (SFWMD) (specifically Permit No. 50-09333-P), and
 - c. United States Army Corp of Engineers (USACE) requirements.
5. Drainage Concept: Developed by RJB and AGA, the drainage concept will be based on the agreement, signed on November 7, 2010 between Roadway Production and the County's Environmental Resource Management (PBC ERM). The agreement permit the entire drainage discharge from the entire project (17 Acres of proposed roadway impervious) into the WWNA properties after the runoff is treated and meets acceptable water quality standards, as defined by SFWMD. The roadway design elements will be modified to meet the above described agreement. Drainage Concept will include preliminary sizing of ponds, swales and trenches, vertical layout of outfall to WWNA for each option. A secondary off-site pond or potential exfiltration trenches will be considered if proven to be an economical alternative to piping directly to WWNA. Initially, one additional off-site pond may be required north of Dyer Boulevard, on a parcel, east of Haverhill Road. Perhaps the roadside pond will be subdivided into two or three segments to permit maintenance access driveways from Haverhill, at two or three locations.
6. Hydraulic Modeling: To be provided by AGA. In order to provide sufficient analysis, necessary to substantiate, flow, stage levels, storage and water quality, an Interconnected Pond Routing (ICPR) storm water modeling will be developed and used to test alternative storm water management systems. At this time, the model is expected to be used to analyze two (4) alternative drainage strategies for the proposed roadway design, described above, including the use of swales, off-site ponds, exfiltration trenches.
7. A Drainage Report will also be prepared by RJB and AGA to discuss results of the analysis while providing drainage documentation of the proposed drainage design. The report will include computer-generated analysis, storm tab sheets, drainage maps, identifying network structures and recommended pipe sizes. The report will contain sufficient detail and calculations to demonstrate compliance with County standards and provide recommendations of a preferred option, to be submitted to the County for review.
8. Pond Siting - will be developed by RJB and AGA and recommend a location and preliminary design of an offsite pond, based on the

Exhibit "A" – Page 10 of 17

results of the ICPR. The pond site will be located north of Dyer Boulevard and East of Haverhill Road, with specific size, location and functionality, to be determined in the study. A Phase I Environmental assessment of the proposed pond site will be included. One (1) pond site detail sheet will be developed, providing the necessary cross section, plan layout and other necessary details required to construct the pond.

9. Additional drainage improvement designs include:
 - a. Drainage Maps, (To be developed by RJB with input from AGA) identified earlier, at a scale of 1"= 200',
 - b. Concrete Box Culvert (CBC) at E.P.B. 10 Canal will not require any modifications. Haverhill Roadway alignment will be adjusted to utilize existing box culvert and concrete barriers.
 - c. Existing CBC at E.P.B. 9 Canal will be demolished with all interfering portions removed from site or pulverized into acceptable size pieces to remain. A new pipe culvert is anticipated to replace the existing culvert to maintain capacity in the network.

10. Meeting Participation: The Design Team, including RJB and AGA, will conduct one meeting with County staff to present the drainage concept for approval, prior to attending pre-application meetings with the permitting agencies.

11. Optional Services: (n/a)

C. Environmental Research and Permitting:

The entire Design Team will be called upon to complete the environmental research and permitting on this project. However, Scheda will be leading the biological and environmental aspects. The environmental scope of service includes survey and identification of existing environmental resources. The Design Team shall develop a comprehensive listing of environmental impacts with appropriate testing and calculations for determination of required mitigation, if any. The following scope of work intends to identify minimal investigations required to identify the anticipated limits of impacts, with the intent to evaluate design alternatives that avoid or minimize impacts. Other more detailed testing or special services will be offered not identified in the basic services may be found in Optional Services, to be utilized as requested.

1. Data Collection (To be completed by RJB & Scheda) -The Design Team will obtain and review existing readily available documentation regarding the environmental conditions of the site. Data from several sources will be obtained and incorporated into a working project file. Data includes current and historic aerial photography, color infrared photography, existing drainage and flood maps, National Wetlands Inventory Maps, soil maps and recorded occurrences of listed species in the area (utilizing the Florida Natural Areas Inventory - FNAI) and existing in-house GIS databases. Additionally, existing Natural Area Management Plans and existing adjacent permits will be reviewed, if available.
2. Environmental Permitting (To be completed by RJB with support from AGA and Scheda) -The permitting process will be broken up

Exhibit "A" – Page 11 of 17

into two phases and will be based on the four-lane facility: a) Purpose and Need (continuous coordination with the USACE) and b) Permitting. The Purpose and Need phase will establish the economic and social benefits for the proposed roadway. Detailed Alternatives Analysis and Public Interest Test Narratives will be prepared as required by the SFWMD and USACE (To be completed by SCHEDA). Upon the creation of a thorough and verifiable purpose and need statement that has incorporated feedback from the regulatory agencies. Anticipated permits include the following:

- a. SFWMD (ERP): (To be completed by RJB, AGA and SCHEDA) The second and final phase, Permitting, dredge/fill sketches assembly, and necessary documentation assembly to apply for an Environmental Resource Permit (ERP).
- b. SFWMD (Water Use): (To be completed by RJB and AGA) A permit addressing dewatering needs during construction for the anticipated dewatering, near any contaminated A Storm Water Pollution Prevention Plan (SWPPP) will be developed, addressing NPDES requirements for construction dewatering. The dewatering design will involve pipe and drainage structures and coordination of the County's standard NPDES special provisions. The basic service does not include ground water modeling for a water use permit or design of hydraulic barrier for construction and/or phasing.
- c. PBC ERM Permit: (To be completed by RJB) The drainage design will be based on the aforementioned agreement between Roadway Production and PBC ERM, which provides a sufficient room for water quality using a swale along the west side of Haverhill Road from north of E.P.B. 10 Canal to Dyer Boulevard. The entire proposed roadway runoff, approximately 17 Acres of impervious, will outfall into the WWNA property, provided runoff achieves permitted water quality standards. A preliminary meeting with PBC ERM will coordinate the design of the proposed swale, the proposed berm with walkway and design requirements. The permit set, based on the 65% plans will be submitted to ERM for permit review.
- d. Northern Palm Beach County Improvement District (NPBCID), General Permit (To be completed by RJB & AGA). Based on the described roadway and drainage design described above, the design will meet NPBCID standards, primarily discharge requirements for the E.P.B 9 and 10 Canals. The design does not anticipate any additional canal improvements, outside of those described previously. One meeting is anticipated with NPBCID and a permit will be submitted at 65%.
- e. Florida Department of Transportation (FDOT, District IV), (To be completed by RJB and AGA) all construction

Exhibit "A" – Page 12 of 17

impacts affecting SR 710 Beeline Highway will require a permit from the Department, including roadway, drainage, signalization, lighting, communications equipment and to a lesser degree the railway crossing coordination. As previously noted, design and construction requirements will follow the latest FDOT design criteria. Further, plan preparation for the permit set and submittals are required to meet FDOT Plans Preparation Manual standards.

- f. CSXT design provided by the Design Team has been described above in the previous sections, an Agreement between the County and CSXT, developed by the County will serve to obtain the necessary approvals for the proposed construction involving the railway crossing and railway R/W. The Design Team will provide all required coordination in obtaining CSXT Permit and Agreement between the County and CSXT.
- g. Other permit activities, to be coordinated by RJB.
- 3. Meeting Attendance (Involving the attendance of RJB, AGA, Scheda, as required). In addition, the following list of meetings are anticipated:
 - a. Pre-application meeting with the SFWMD,
 - b. Pre-application meeting with the USACE,
 - c. Two meetings each with the SFWMD and the USACE to clarify information within the permit applications or to address specific permitting issues,
 - d. One meeting with USFWS (pre-application)(may be combined with SFWMD),
 - e. Two meetings with FDOT (Permits & RR), and
 - f. Two meetings with CSXT (Track & Signals).
- 4. Optional Services:
 - a. Wetland Delineation (To be completed by RJB, Scheda & EI), the Design Team will field delineate the boundaries of onsite and adjacent wetlands (out to 300 feet from the R/W line, in 50 ft. increments for the SFWMD) in accordance with the methodologies described in the USACE 1987 Wetland Delineation Manual and 62-340 F.A.C. (State Unified Wetland Delineation Methodology). A minimum of one upland and one wetland "Wetland Data Determination Form", as required by the USACE, will be prepared for each wetland area. Following the field delineation, the Design Team will submit a jurisdictional request to the SFWMD. The wetland jurisdictional determination (JD) request will include a cover letter, soils map, aerial showing the approximate limits of the wetland and other surface waters, and location map. A wetland JD request will be sent to the USACE that includes the information submitted to the District and the Wetland Data Determination forms. The Design Team will schedule and attend one field meeting with the District and one field meeting with the USACE to review the wetland limits. A

copy of an aerial showing the approximate wetland limits and points will be forwarded to the project surveyor for data collection. The final survey will be submitted to the SFWMD and US ACE.

- b. USACE: (To be completed by RJB and Scheda) The Design Team will prepare the Joint Environmental Resource Permit and Section 404 Dredge and Fill permit application and associated exhibits (Aerial, FLUCFCS, Quadrangle, Location and Soils Maps, Wetland Impact Exhibit (Dredge & Fill Sketches).

D. Utilities

The Design Team will assist Palm Beach County in the utility coordination effort. The Design Team will participate in two (2) utility coordination meetings (post 65% and post 96% submittals), review Utility Agency Owner's (UAO) "red line" plans, and plot applicable utility information on the roadway plans.

The Design Team will assist the utility coordination efforts of the County involving all existing utility owners located within the project area. Potential relocations include City of Riviera Beach Water and Sewer facilities, FPL Transmission and Distribution System Poles, with Comcast and ATT facilities, attached. A new Palm Beach County Traffic interconnect will be installed along the entire project length of the project (See Section on Signal Plans). Separate Utility Adjustment sheets or the design of any utility facilities, are not included under this contract.

Subsurface Utility Engineering (SUE): (To be completed by EI) Consultant shall conduct SUE Locates (softdigs) at all new signal pole locations. There will be four (4) locates required for one new signal pole, located at the SR 710 intersection in the Basic Service and potentially, Sixteen (16) more locates required, four (4) locates at the Dyer Boulevard intersection and twelve (12) locates at the SR 710 intersection placed in Optional Services (See appendix B for details). All other SUE survey will be conducted by others.

E. Miscellaneous Structural Analysis and Design:

(To be completed by AGA) Consultant will be leaned upon to develop several miscellaneous structures, including Signal Design: which includes structural analysis of the existing strain pole system at the SR 710 intersection and the existing Mast Arm system at Dyer Boulevard intersection. The structural design will be developed in accordance with applicable FDOT and County structural standards. The proposed structural design elements will include:

1. SR 710 (Beeline Highway): The structural analysis and design components for the Intersection of Haverhill Road and SR 710 (Beeline Highway) will include the structural analysis of all existing strain poles at the intersection. The strain pole structural analysis will evaluate entire system, including all four (4) poles and span

Exhibit "A" – Page 14 of 17

wires for the revised signal configuration. The structural design will be provided as optional services as follows:

- a. Existing strain pole signal system modifications with pole replacement for the revised configuration.
 - b. New Mast Arm Signal System.
 - c. New Steel Strain Pole System.
2. Dyer Boulevard: The existing signal system will require modifications to accommodate new Haverhill Road lane geometry. The existing mast arms will be analyzed, structurally to accommodate the new signal configuration. The analysis anticipates confirmation of the current mast arm structural components (i.e. mast arm, poles, foundations, connections, etc.) for the new arrangements of signal heads, signs and other appurtenances required for the new mast arm system. If the structural analysis shows the existing mast arm failing, a new mast arm design will be provided as an optional service. The structural design will be provided as optional services as follows:
- a. Existing Mast Arms to remain; relocate attached signal equipment (signal heads; signs, and other existing appurtenances) on existing mast arms and/or pole assemblies.
 - b. Replace one (1) Mast Arm; other existing mast arms to remain; relocate attached signal equipment (signal heads; signs, and other existing appurtenances) on existing mast arms and/or pole assemblies.
3. General Design and coordination: AGA will meet with FDOT, District 4 to discuss design objectives of proposed signal system. Two design submittals with FDOT District 4 Structures and the County are anticipated.

F. Lighting Design:

Lighting is not required and therefore will not be included in the design phase.

G. Signing and Pavement Marking Plans

Signing and Pavement Marking Plans will be prepared for the project limits. These plans will be prepared in accordance with County and FDOT Standards, as applicable, and will be a separate component plan set. RJB will provide Signing and Pavement Marking Services. In addition, to standard signing and pavement markings, identified above, two (2) Advance Warning Signs with flashing beacons are required on Haverhill Road, northbound, approaching the CSXT railway crossing and SR 710 signal and on Haverhill Road, southbound, approaching the Dyer Boulevard Intersection.

H. Signal Design:

There are two signal improvements being considered for the proposed Haverhill Road Widening project. Plan preparation for the two signals will be provided in accordance with standard plan preparation required by Palm Beach County Traffic. The signal improvement design will include the following:

1. SR-710 Intersection: This intersection will be modified to accommodate the widened Haverhill Road section. The signal design will be based on the County's selection of any from three options, outlined in Item E.1. The signal design will be reviewed by FDOT, District 4 (See permit section).
2. Dyer Boulevard Intersection: The preliminary roadway design layout will be developed to avoid moving the existing recently constructed mast arms, at the Dyer Boulevard intersection. The signal modifications will modify the signal heads, provide adjustments to existing signal positions, video detection. Pedestrian signals and video detection will be added to the new crossing layout. If analysis described in Section E.2 indicates Mast Arm is failing, the Layout will design of a new Mast Arm, as outlined in E2.
3. Two (2) internally illuminated sign replacements included in design.
4. Signal Interconnect: A separate 2" signal interconnect conduit will be installed for the Palm Beach County Traffic system, from the new signal at SR 710, linking through the Dyer Boulevard controller and connecting to the stub end of the Caribbean Boulevard signal. The conduit will be shown on the signal plans.
5. Signal Lighting – New luminaire will be installed on all new signal poles included in the design.
6. For each of the new traffic signal pole locations, subsurface utility locates (softdigs) will be conducted (See Subsurface Utility Section 3.D).

I. Traffic Volumes:

Traffic volumes and required number of lanes, turn lanes, etc. will be provided by the County. Traffic Analysis or associated traffic data collection is not required and is not included in the design phase.

J. Survey Services:

Engenuity, Inc. (EI) will provide survey services as detailed in their attached scope of services. R/W Engineering or title work is not considered part of the service under this contract.

K. Geotechnical Services:

GCME, Inc. (GCME) will provide all Geotechnical Services as detailed in their attached Scope of Services.

L. Aerial Photography:

Aerial Photography is not required and not included in the design scope of work.

M. Public Involvement:

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

N. Miscellaneous Agency Coordination

Coordination between various agencies will be required with the following during project development and analysis:

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

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

O. Optional Services

As identified in the basic services discussions above, the following optional services are available, including:

1. Environmental:
 - a. Environmental Mitigation Plan (for Wetland Impacts)
 - b. Biological Assessment (BA)
 - c. Contamination Mitigation for Dewatering
 - d. R/W Acquisition for Pond Site.
2. Miscellaneous Structures:
 - e. Mast Arm (with Special Foundation):
 - f. Drainage Structures:
3. Additional Optional Services:
 - g. Post Design Services provided during the project's construction phase to the County.

4.0 REIMBURSABLE EXPENSES

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

- Permit Fees have been estimated for the project and included in this section.
- Geotechnical Engineering and permit fees are also considered reimbursable expenses.

5.0 GENERAL REQUIREMENTS FOR WORK

A. DESIGN TEAM'S SCHEDULE OF ACTIVITIES

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

schedule will be updated and resubmitted for the County's approval throughout the course of the project based on actual review times.

B. PHASE REVIEWS

Interim Plan Submittals will include the following:

- Five (5) sets of 11"x17" Plans (1 Bound / 4 Unbound)
- One (1) copy of the Design Documentation Notebook

In addition, up to thirty-five (35) sets of 11"x 17" plans will be provided for utility coordination as follows:

- Initial Utility Contact Fifteen (15) Sets
- 1st Utility Coordination Meeting Ten (10) Sets
- Final Utility Coordination Meeting Ten (10) Sets

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

The Final Plans Submittal will include the following:

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

6.0 COUNTY RESPONSIBILITIES:

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

The County shall review any documents submitted by the Design Team requiring the County's decision and shall render any required decision pertaining thereto. If the County becomes aware of any fault or defect in the project or of any errors, omissions or inconsistencies in the design documents or specifications, the County shall give prompt notice to the Design Team.

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

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

7.0 LENGTH OF SERVICES

The Basic Services will be completed within 18 months from the date of the Letter of Authorization.

**EXHIBIT B
REVISED FEE PROPOSAL**

HAVERHILL ROAD

**From North of Caribbean Boulevard to SR 710 (Beeline Highway)
Palm Beach County Project No. 2013528**

Exhibit B Fee proposal includes:

- B-1** RJ Behar & Company, Inc. - Fee Summary with Staffhour distribution
- B-2** Alan Gerwig & Associates, Inc. Fee Summary
- B-3** Scheda Ecological Associates, Inc. Fee & Scope Clarification
- B-4** GCME, Inc. Fee & Scope Clarification
- B-5** Engenuity, Inc Fee & Scope Clarification

HAVERHILL ROAD

FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710

PALM BEACH CO. PROJECT NO. 2013528

**EXHIBIT B-1
FEE ESTIMATE
AND STAFF HOUR DISTRIBUTION FOR RJ BEHAR & CO.**

Prepared For:



**PALM BEACH COUNTY
ROADWAY PRODUCTION**

Prepared By:



R.J. Behar

**R.J. BEHAR & COMPANY, INC.
12788 Forest Hill Blvd., Suite 2003b, Wellington, FL 33414
Ph: (561) 333-7000 ; Fax (561) 333-7001
RJB PROJ. No. 650810**

June 10, 2014

HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.
RJB PROJ. No. 650810

ACTIVITY	PROJECT MANAGER		SENIOR ENGINEER		ENGINEER		DESIGNER		CAD/TECHNICIAN		MHR BY ACTIVITY	TOTAL COST BY ACTIVITY
	MAN HRS	\$ \ 80.33 HOURLY RATE	MAN HRS	\$ \ 57.80 HOURLY RATE	MAN HRS	\$ \ 31.33 HOURLY RATE	MAN HRS	\$ \ 35.00 HOURLY RATE	MAN HRS	\$ \ 38.67 HOURLY RATE		
1. Design Analysis	26	\$ 1,568.58	153	\$ 8,797.50	179	\$ 5,608.07	51	\$ 1,785.00	102	\$ 3,128.34	✓ 511	\$ 20,887.49
2. Roadway Plans	74	\$ 4,464.42	368	\$ 21,160.00	589	\$ 18,453.37	147	\$ 5,145.00	294	\$ 9,016.98	✓ 1472	\$ 58,239.77
3. Drainage Analysis	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
4. Utilities	6	\$ 361.98	28	\$ 1,610.00	45	\$ 1,409.85	11	\$ 385.00	22	\$ 674.74	✓ 112	\$ 4,441.57
5. Permits	11	\$ 663.63	68	\$ 3,910.00	79	\$ 2,475.07	23	\$ 805.00	46	\$ 1,410.82	✓ 227	\$ 9,264.52
6. Misc. Structures	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
7. Signalization	0	\$ -	10	\$ 575.00	12	\$ 375.96	0	\$ -	2	\$ 61.34	✓ 24	\$ 1,012.30
8. Signing & Marking	4	\$ 241.32	57	\$ 3,277.50	67	\$ 2,099.11	19	\$ 665.00	44	\$ 1,349.48	✓ 191	\$ 7,632.41
TOTAL	✓ 121	\$ 7,299.93	✓ 684	\$ 39,530.00	✓ 871	\$ 27,421.43	✓ 251	\$ 8,785.00	✓ 510	\$ 19,621.70	✓ 2,537	\$ 101,478.06
RJ Behar: Basic Fee												
Project Overhead ✓ 1.6788990												\$ ✓ 170,371.41
Profit ✓ 11.98%												\$ ✓ 32,567.57
Total Basic Fee (RJ Behar)												\$ ✓ 304,417.04
TOTAL CONTRACT FEE COMPUTATION												
SUBTOTAL: Basic Fee												
(A) RJ Behar & Company, Inc.												\$ ✓ 304,417.04
(B) Alan Gerwig & Associates, Inc. (Drainage, Hyd. Modeling, Misc. Structures)												\$ ✓ 56,582.00
(C) Scheda Ecological Services (Environmental)												\$ ✓ 11,000.00
SUBTOTAL:												\$ ✓ 371,999.04
DIRECT EXPENSES:												
(D) GCME, Inc. (Geotechnical Services)												\$ ✓ 35,040.00
(E) Engenuity, Inc. (Survey, Permit Fee) & Groundhound, Inc. (SUE)												\$ ✓ 87,398.00
(F) Direct Reimbursables (Incl. Permit Fees)												\$ ✓ 4,118.93
SUBTOTAL EXPENSES:												\$ ✓ 126,556.93
OPTIONAL SERVICES:												
(G) RJ Behar & Co., Inc. (Additional Signal Design & Const. Services)												\$ ✓ 23,902.27
(H) Alan Gerwig & Associates, Inc. (Additional Drainage & Misc. Struc.)												\$ ✓ 33,460.00
(I) Scheda Ecological Services (Env. & Wetland Mitigation)												\$ ✓ 9,560.00
(J) Engenuity, Inc. (R/W Parcel Survey & Sketch) & Groundhound, Inc. (SUE)												\$ ✓ 9,231.00
(K) GCME, Inc. (Additional Borings for Signals)												\$ ✓ 8,025.00
SUBTOTAL OPTIONAL SERVICES (NOT TO EXCEED):												\$ ✓ 84,178.27
TOTAL:												\$ ✓ 582,734.24

✓ 3.0 multipli

Exhibit "B" - Page 3 of 53

HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.
1. DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
1 Tycal Section Package	L.S.	1	24		24	6 Typ Sect/4 hrs 5 Haverhill; 1 CSXT;
2 Master Plan or Feasibility Study	EA	1	48		48	Design Report Align. Study incl. in Prelim. Des.
3 Horizontal/Vertical Design	L.S.	1	50		50	Set up Horiz Geom files
4 Cross Section Design Files	L.S.	1	131		131	Begin Sta 83; End 173; 49@100' + 82@50' (1hr/EA)
5 Traffic Control Analysis	L.S.	1	28		28	Detour (CSX Const) 16 hrs 2 Ph Typ Sects w Notes 12 hrs
6 Geometric Computation Book	L.S.	1	24		24	Analysis 24 hrs
7 Contract Computation Book	L.S.	1	96		96	Contract Quantities Prep: 18 Shts(4+1hr)+Rev.3x4hr
8 Cost Estimates	LS	1	14		14	3 estimates: 1 @ 8 hr + 2 Revs @ 3 hours
9 Meetings					32	See Listing below
10 Other	LS	1	24		24	CSX Prelim Design & Layout
	LS	4	2		8	CSX Permit Submittals
	LS	1	32		32	FDOT Permit Submittals
TOTAL					511	

Meetings	#	hrs	Total
City of Riviera Beach			0
PBCo Solid Waste	1	4	4
PBCo ERM	2	4	8
CSX RR	2	4	8
FDOT (RDWY & TRAFFIC)			0
PBCo RDWS DIV (PM)	6	2	12
Total			32

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6/2/2014

HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.

2. ROADWAY PLANS

2. ROADWAY PLANS							
ITEM		BASIS OF ESTIMATE	NO. OF LINES	NO. OF SHEETS	TOTAL HOURS	REMARKS	
1	Key Sheet	SHEET	1	8	1	8	1 key sht
2	Drainage Maps	SHEET	3.5	20	4	70	3000'/Sht ; 200 Scale; 3.5 Shts Dyer 500' New; Haver; 2100' mod
3	Typical Sections	SHEET	1	27	3	27	6 Rdwy Typ Sections (3 hrs EA) 6 Section Details (2 hrs EA) (Incl. 1 Dyer Rd. Detail)
4	General Notes	SHEET	1	8	1	8	
4	Summary of Quantities	SHEET	1	18	1	18	16 Haverhill; 2 Dyer
5	Summary of Drainage Structures	SHEET				0	
6	Plan	SHEET	17.5	20	17.5	350	17 Shts Haverhill; 0.5 Dyer
7	Profile	SHEET	17.5	16	18	280	17 Shts Haverhill; 0.5 Dyer (approx. 500' swale)
8	Miscellaneous Details Sheets	SHEET	1	16	1	16	Fence; Turn out, Canal Site Re. 6 @ 4hr EA
9	Drainage Structure Sheets	SHEET	70	3	14	210	40 Inlets, 14 MH's; 16 Endwalls; and 7 Control Structures at 3 hrs (Includes 7 for Dyer Connection)
10	Cross Sections	EA	136	3	43	408	Haverhill (See Item 1.4) Plus 5 at Dyer (at 100')
11	Traffic Control Sheets	SHEET	2	10	2	20	1 Detour Plan (16 hr) + Typ Sec
12	Utility Adjustment Sheets	SHEET	0	0	0	0	N/A
13	Erosion Control Plan	SHEET				0	
14	SWPPP	SHEET	3.5	8	3.5	28	Dewat Permit Plan/Notes (Haver - 3 shts)(Dyer - 0.5)
15	Pavement Design	SHEET	0	0	0	0	N/A - Use Std Co. Design
16	Canal & Swale X-Sections	EA	6	3	2	18	3 X-Sec EPB 9; at 100'
		EA	21	0.5		11	3 X-Sec Pond; at 100'
							21 X-Sec along Haver for Dyer
TOTAL					111	1472	

HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.

4. UTILITIES

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
1. Initial Contact	L.S.	1	8	0	8	Assume 12 UAO's Prepare 2 sets per utility
2. Draft Utility information in plans	EA	1	40	0	40	12 utility x 3 hrs
3. First Utility Design (Pot Hole) Meeting	EA	1	6	0	6	Coord. Potholes by others
4. Prepare Potential Utility Conflict and Pothole list	LS	1	26		26	approx 15 conflicts (Includes 3 for Dyer Rd)
5. Coordination with Utility Companies	EA	12	0.667		8	Calls and follow up Update Matrix
6. Plans for Final Utility Coordination Meeting	LS	1	18	0	18	
7. Final Utility Coordination Meeting	LS	1	4	0	4	2 person attending prepare minutes
8. Pre Advertising Meeting	LS	1	2	0	2	1 person attending prepare minutes
TOTAL				0	✓112	

Note: Plans do not include a Utility Adjustment Sheets.

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HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.

5. PERMITS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
1. Preliminary Project Research	L.S.	1	12		12	
2. Northern Palm Beach Improvement District General Permit	LS	1	24		24	1 application; 1 follow up (Add 2 hrs for Dyer)
3. SFWMD ERP Permit	LS	1	48		48	SFWMD ERP app. / USACE (Add 4 hrs for Dyer)
3. SFWMD Water Use Permit	LS	1	24		24	Water Use Application (Dewatering)
4. Fill and Dredge Sketches	EA	21	3		63	19 sketches w/Prop Canal (Add 2 sketches for Dyer)
5. ROW Occupancy	EA	0	0		0	N/A
6. CSXT Permit	EA	1	12		12	Coord Track Design; Const. 12hrs.;
	EA	1	8		8	Coord Signal w/ Utils. 8hrs
	EA	1	12		12	Quiet Gate Application (2 FRA) CSXT Agt. by County
6. FDOT Permit	EA	4	4		16	4 meetings - two people W/ permitting agencies
7. Meetings	EA	4	2		8	4 meetings - @2hr/EA W/ permitting agencies SFWMD, USACE & NPCID PBCo ERM (Tree)
8. Other	EA	0	0		0	Special Mitigation Plan (SFWMD) N/A
TOTAL					227	

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HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.
7. SIGNALIZATION

TASK	BASIC OR ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	OTHER HOURS	REMARKS
1. Traffic Data Analysis	SHEET	0	0	-	0		
2. System Timings	SHEET	0	0	-	0		N/A - Provided by County
3. Interconnect Design	SHEET	0	0	0	0		N/A
4. Traffic Signal Report	SHEET	0	0	-	0		N/A
5. Key Sheet	SHEET	0	0	0	0		N/A
6. Tabulation of Quantities	SHEET	0	0	0	0		N/A
7. General Notes	SHEET	0	0	0	0		N/A
8. Plan Sheet	SHEET	1	24	3	24		Prelim Layout SR 710 & Dyer
9. Construction Details	SHEET	0	0	0	0		N/A
10. Overhead Street Name Sign Design	SHEET	0	0	0	0		N/A
11. Street Lighting	SHEET	0	0	0	0		N/A
12. Service Point Details (Lighting)	SHEET	0	0	0	0		N/A
13. Span Wire Tabulation Sheet	SHEET	0	0	0	0		N/A
14. Mast Arm Calculations	SHEET	0	0	-	0		N/A
15. Technical Special Provisions	SHEET	0	0	0	0		N/A
16. Meetings	SHEET	0	0	-	0		N/A
TOTAL				3	24		

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HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.

8. SIGNING & MARKING

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
1. Key Sheet	SHEET	1	6	1	6	
2. Tabulation of Quantities	SHEET	2.5	12	2	30	
3. General Notes	SHEET	1	8	1	8	
4. Plan Sheets (Double Panel)	SHEET	9	15	9	135	
5. Typical Details	SHEET	4	3	1	12	Dyer Blvd Inter; SR 710 Inter CSXT RR Cross; Flash Warn Signs
TOTAL				14	191	

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Optional Services FEE Summary
HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.
RJB PROJ. No. 650810

9. OPTIONAL SERVICES FEE SUMMARY

ACTIVITY	PROJECT MANAGER		SENIOR ENGINEER		ENGINEER		DESIGNER		CADD TECHNICIAN		MHR BY ACT.	TOTAL COST BY ACTIVITY
	MAN HRS	\$ \ 60.33 HOURLY RATE	MAN HRS	\$ \ 57.50 HOURLY RATE	MAN HRS	\$ \ 31.33 HOURLY RATE	MAN HRS	\$ \ 35.00 HOURLY RATE	MAN HRS	\$ \ 30.67 HOURLY RATE		
9A. Signal Design (SR 710)												
Option E.1.a (Mod. Exist Str. Pole Sys.)	4	\$ \ 241.32	33	\$ \ 1,897.50	12	\$ \ 375.96	29	\$ \ 1,015.00	4	\$ \ 122.68	82	\$ \ 3,652.46
Opt. E.1.b* (Mast Arm System)	5	\$ \ 301.65	36	\$ \ 2,070.00	14	\$ \ 438.62	32	\$ \ 1,120.00	3	\$ \ 92.61	90	\$ \ 4,022.28
Opt. E.1.c (Steel Str. Pole System)	5	\$ \ 301.65	36	\$ \ 2,070.00	14	\$ \ 438.62	32	\$ \ 1,120.00	3	\$ \ 92.61	90	\$ \ 4,022.28
9B. Signal Design (Dyer Blvd.)												
Opt. E.2.a (Mod. Exist Mast Arm Sys.)	2	\$ \ 120.66	18	\$ \ 1,035.00	7	\$ \ 219.31	15	\$ \ 525.00	2	\$ \ 61.34	44	\$ \ 1,961.31
Opt. E.2.b* (Replace One (1) M.A.)	3	\$ \ 180.99	22	\$ \ 1,265.00	8	\$ \ 250.64	19	\$ \ 665.00	2	\$ \ 61.34	54	\$ \ 2,422.57
9C. Construction Services	2	\$ \ 120.66	8	\$ \ 460.00	20	\$ \ 626.60	2	\$ \ 70.00	8	\$ \ 245.36	40	\$ \ 1,522.62
TOTAL (Worst Case Total)	10	\$ \ 603.30	66	\$ \ 3,795.00	42	\$ \ 1,315.86	53	\$ \ 1,855.00	13	\$ \ 398.71	184	\$ \ 7,967.27

SUBTOTAL OPTIONAL DESIGN SERVICES:	\$ 6,445.25
SUBTOTAL OPTIONAL CONSTRUCTION SERVICES:	\$ 1,522.62
SubTotal Optional Services (Hourly) *	\$ \ 7,967.87
Project Overhead \ 1.6788990	\$ \ 13,377.25
Profit (11.98%)	\$ \ 2,557.15
SUBTOTAL OPTIONAL SERVICES (NOT TO EXCEED):	\$ \ 23,902.27

Optional Scenarios:	E.2.a - Modify Exist Dyer Blvd Mast Arms			E.2.b - Dyer Blvd. - M.A. One (1) New, Mod. Rem.		
(SR710 Options)	E.1.a	E.1.b	E.1.c	E.1.a	E.1.b	E.1.c
E.1. SUBTOTAL:	\$ 3,652.46	\$ 4,022.28	\$ 4,022.28	\$ 3,652.46	\$ 4,022.28	\$ 4,022.28
E.2.a SUBTOTAL:	\$ 1,961.31	\$ 1,961.31	\$ 1,961.31	\$ 2,422.97	\$ 2,422.97	\$ 2,422.97
SUBTOTAL OPT. CONST. SERV.:	\$ 1,522.62	\$ 1,522.62	\$ 1,522.62	\$ 1,522.62	\$ 1,522.62	\$ 1,522.62
SubTotal Opt. Serv. (Hrly)	\$ 7,136.39	\$ 7,506.21	\$ 7,506.21	\$ 7,598.05	\$ 7,967.67	\$ 7,967.67
Project Overhead 1.6788990	\$ 11,981.28	\$ 12,602.17	\$ 12,602.17	\$ 12,756.36	\$ 13,377.25	\$ 13,377.25
Profit (11.98%)	\$ 2,290.30	\$ 2,408.98	\$ 2,408.98	\$ 2,438.46	\$ 2,557.15	\$ 2,557.15
SUBTOTAL OPT. SCENARIOS:	\$ 21,407.97	\$ 22,517.36	\$ 22,517.36	\$ 22,792.87	\$ 23,902.27	\$ 23,902.27

Note: The NOT TO EXCEED subtotal from Optional Services represents the worst case scenario and is highlighted (in yellow).

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HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.

9A. SIGNAL DESIGN - SR 710 - OPTIONAL SERVICES

SIGNAL DESIGN OPTION E.1.a - MODIFY EXISTING STRAIN POLE SYSTEM

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Traffic Data Analysis	SHEET	0	0	-	0		
2. System Timings	SHEET	0	0	-	0		N/A - Provided by County
3. Interconnect Design	SHEET	1	12	1	12		Tabulated
4. Traffic Signal Report	SHEET	0	0	-	0		N/A
5. Key Sheet	SHEET	1	4	1	4		Signal Component Set
6. Tabulation of Quantities	SHEET	1	8	1	8		
7. General Notes	SHEET	1	8	1	8		Note for installation and Const.
8. Plan Sheet	SHEET	1	32	1	32		SR 710 Mod. Span Wire
9. Construction Details	SHEET	0	0	0	0		N/A
10. Overhead Street Name Sign Design	SHEET	1	4	1	4		
11. Street Lighting	SHEET	1	4	0	4		Replace SR 710 Signal Lumin. Only
12. Service Point Details (Lighting)	SHEET	1	4	0	4		Service Point Location and Detail
13. Span Wire Tabulation Sheet	SHEET	2	2	1	4		2 hr / adjusted line (4)
14. Mast Arm Calculations	SHEET	0	0	-	0		See Misc Structures See Misc. strucs for Add'l Details
15. Technical Special Provisions	SHEET	1	2	0	2		SP for RR Install & Const. Coord
16. Meetings	SHEET	1	0	-	0		N/A
TOTAL				7	82		

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HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.

9A. SIGNAL DESIGN - SR 710 - OPTIONAL SERVICES
SIGNAL DESIGN OPTION E.1.b - NEW MAST ARM SYSTEM

TASK	BASE OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Traffic Data Analysis	SHEET	0	0	-	0		
2. System Timings	SHEET	0	0	-	0		N/A - Provided by County
3. Interconnect Design	SHEET	1	12	1	12		Tabulated
4. Traffic Signal Report	SHEET	0	0	-	0		N/A
5. Key Sheet	SHEET	1	4	1	4		Signal Component Set
6. Tabulation of Quantities	SHEET	1	8	1	8		
7. General Notes	SHEET	1	8	1	8		Note for installation and Const.
8. Plan Sheet	SHEET	1	40	1	40		SR 710 - New Mast Arm System Four (4) Mast Arms
9. Construction Details	SHEET	0	0	0	0		N/A
10. Overhead Street Name Sign Design	SHEET	1	4	1	4		
11. Street Lighting	SHEET	1	4	0	4		Replace SR 710 Signal Lumin. Only
12. Service Point Details (Lighting)	SHEET	1	4	0	4		Service Point Location and Detail
13. Span Wire Tabulation Sheet	SHEET	2	2	1	4		2 hr / adjusted line (4)
14. Mast Arm Calculations	SHEET	0	0	-	0		See Misc Structures See Misc. strucs for Add'l Details
15. Technical Special Provisions	SHEET	1	2	0	2		SP for RR Install & Const. Coord.
16. Meetings	SHEET	1	0	-	0		N/A
TOTAL				7	90		

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HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.

9A. SIGNAL DESIGN - SR 710 - OPTIONAL SERVICES
SIGNAL DESIGN OPTION E.1.c - NEW STEEL STRAIN POLE SYSTEM

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Traffic Data Analysis	SHEET	0	0	-	0		
2. System Timings	SHEET	0	0	-	0		N/A - Provided by County
3. Interconnect Design	SHEET	1	12	1	12		Tabulated
4. Traffic Signal Report	SHEET	0	0	-	0		N/A
5. Key Sheet	SHEET	1	4	1	4		Signal Component Set
6. Tabulation of Quantities	SHEET	1	8	1	8		
7. General Notes	SHEET	1	8	1	8		Note for installation and Const.
8. Plan Sheet	SHEET	1	40	1	40		SR 710 - New Steel Strain Pole System Four (4) Steel Strain Poles
9. Construction Details	SHEET	0	0	0	0		N/A
10. Overhead Street Name Sign Design	SHEET	1	4	1	4		
11. Street Lighting	SHEET	1	4	0	4		Replace SR 710 Signal Lumin. Only
12. Service Point Details (Lighting)	SHEET	1	4	0	4		Service Point Location and Detail
13. Span Wire Tabulation Sheet	SHEET	2	2	1	4		2 hr / adjusted line (4)
14. Mast Arm Calculations	SHEET	0	0	-	0		See Misc Structures See Misc. strucs for Add'l Details
15. Technical Special Provisions	SHEET	1	2	0	2		SP for RR Install & Const. Coord.
16. Meetings	SHEET	1	0	-	0		N/A
TOTAL				7	90		

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HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.
9B. SIGNAL DESIGN - DYER BOULEVARD - OPTIONAL SERVICES
SIGNAL DESIGN OPTION E.2.a - MODIFY EXISTING MAST ARM SYSTEM

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Traffic Data Analysis	SHEET	0	0	-	0		
2. System Timings	SHEET	0	0	-	0		N/A - Provided by County
3. Interconnect Design	SHEET	1	12	1	12		Tabulated
4. Traffic Signal Report	SHEET	0	0	-	0		N/A
5. Key Sheet	SHEET	0	0	0	0		N/A
6. Tabulation of Quantities	SHEET	1	8	1	8		
7. General Notes	SHEET	1	6	1	6		Note for installation and Const.
8. Plan Sheet	SHEET	1	12	1	12		Dyer Blvd Mast Arm
9. Construction Details	SHEET	1	0	1	0		
10. Overhead Street Name Sign Design	SHEET	1	2	1	2		
11. Street Lighting	SHEET	1	2	0	2		
12. Service Point Details (Lighting)	SHEET	1	2	0	2		Service Point Location and Detail
13. Span Wire Tabulation Sheet	SHEET	0	0	0	0		N/A
14. Mast Arm Calculations	SHEET	0	0	-	0		See Misc Structures See Misc. strucs for Add'l Details
15. Technical Special Provisions	SHEET	0	0	0	0		N/A
16. Meetings	SHEET	1	0	-	0		N/A
TOTAL				6	44		

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HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.

9B. SIGNAL DESIGN - DYER BOULEVARD - OPTIONAL SERVICES
SIGNAL DESIGN OPTION E.2.b - REPLACE ONE MAST ARM; MODIFY EXISTING SYSTEM

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	CADD HOURS	REMARKS
1. Traffic Data Analysis	SHEET	0	0	-	0		
2. System Timings	SHEET	0	0	-	0		N/A - Provided by County
3. Interconnect Design	SHEET	1	12	1	12		Tabulated
4. Traffic Signal Report	SHEET	0	0	-	0		N/A
5. Key Sheet	SHEET	1	0	1	0		N/A
6. Tabulation of Quantities	SHEET	1	8	1	8		
7. General Notes	SHEET	1	4	1	4		Note for installation and Const.
8. Plan Sheet	SHEET	1	18	1	18		Dyer Blvd Mast Arm Replace One (1) Mast Arm
9. Construction Details	SHEET	0	0	0	0		N/A
10. Overhead Street Name Sign Design	SHEET	1	4	1	4		
11. Street Lighting	SHEET	1	4	0	4		
12. Service Point Details (Lighting)	SHEET	1	4	0	4		Service Point Location and Detail
13. Span Wire Tabulation Sheet	SHEET	0	0	0	0		N/A
14. Mast Arm Calculations	SHEET	0	0	-	0		See Misc Structures See Misc. strucs for Add'l Details
15. Technical Special Provisions	SHEET	0	0	0	0		N/A
16. Meetings	SHEET	1	0	-	0		N/A
TOTAL				6	54		

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REVISED FEE PROPOSAL
HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.
9C. CONSTRUCTION SERVICES - OPTIONAL SERVICES

TASK	BASIS OF ESTIMATE	NO. OF DAYS	PER UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
STRUCTURAL						
Shop Drawings	EACH				0	See Note 1
RFI's	EACH				0	
Site Inspections	EACH				0	
Progress Meetings	EACH				0	
Sub-Total					0	
ROADWAY						
Shop Drawings	EACH	7	4	0	28	See Note 2
RFI's	EACH	4	2	0	8	
Site Inspections	EACH	1	2	0	2	
Progress Meetings	EACH	1	2	0	2	
Plan Clarifications	EACH	0	4	0	0	
As-Built Plan Review	EACH	0	4	0	0	
Sub-Total					40	
GEOTECH						
Pile Driving Submittal						Performed by County
Test Pile Monitoring (PDA)						
Resolve Pile Driving Issues						
PERMITS						
Agency	EACH				0	FDOT
Construction Certification	EACH				0	SFWMD (2x2 hr) + USACE (1x2hr)
					0	
BRIDGE PLANS TOTAL					40	

NOTES: (1) Structural Const Services provided by others.
(2) Shop drawings anticipated: Guardrail (2), Drain Struc.(16); Signal Equip. & Interconnect (3); misc. Details (2)

6/5/2014

HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.

10. EXPENSES

A. REPRODUCTION	NO. OF SETS	NO. OF SHEETS	11"x17"	8 1/2"x11"	8 1/2"x14" COMP BOOK	TOTAL COST
Permits	0	0	0	0		
As-Builts 24"x36" (PBCo Repro.)	1	107	@ \$ 1.50/pg			\$ 160.50
Utility Contact	12	19	228	96		
Typical Sections Package	0	4	0	0		
Master Plan / Feas. Rpt	0	50	0	0		
Phase I(Roadway)	0	165	0	0		
Drainage Report Initial	0	50	0	0		
Drainage Report Final	0	50	0	0		
Phase II A (Roadway)	0	165	0	0		
Phase III A (Roadway)	0	165	0	0		
Phase IV (Roadway)	1	165	165	165		
Comp Book (Roadway)	0	30			0	
Design Calcs (Bridge) 35%	0	100	0	0		
Design Calcs (Bridge) 100%	0	150	0	0		
Design Calcs (Bridge) 66%	0	200	0	0		
Design Calcs (Bridge) 100%	0	200	0	0		
Design Calcs (Bridge) Final	0	200	0	0		
Comp Book (Bridge)	0	10	0	0	0	
35% Plans (Bridge)	0	28	0			
65% Plans (Bridge)	0	35	0			
96% Plans (Bridge)	0	42	0			
100% Plans (Bridge)	0	42	0			
Final Plans (Bridge)	0	42	0			
Subtotal			393	261	0	160.50
Cost Per Sheet			\$ 0.35	\$ 0.08	\$ 0.12	
			\$ 137.55	\$ 20.82		\$ 318.93
C. SHIPPING/POSTAGE		NO. OF PACKAGES		UNIT COST		TOTAL COST
Boxes Overnight Delivery (upto 5 lbs.)						
One per every other month (18 mo.)		0		\$ 15.61		\$ -
Overnight Mail Letter						
One per every other month (18 mo.)		0		\$ 10.26		\$ -
Subtotal						\$ -
Permit Fees						
(1) NPCID - Permit Fee						\$ 300.00
(2) SFWMD - Permit Fee						\$ 3,500.00
Subtotal						\$ 3,800.00
TOTAL EXPENSES						\$ 5,118.93

6/2/2014

HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
R.J. BEHAR & COMPANY, INC.

11. WAGE RATES

SALARY AND WAGE SUPPORT

Project Duration: 18 MONTHS
Begin Date: 9/1/2014

Escalation 0 %

SALARY AND WAGE SUPPORT	
SALARY AND WAGE SUPPORT RATES	
PROJECT MANAGER	\$ 60.33
SENIOR ENGINEER	\$ 57.50
ENGINEER	\$ 31.33
DESIGNER	\$ 35.00
CADD/ COMP TECHNICIAN	\$ 30.67

OH & Fringe
11.98% Profit
Multiplier

Used for Project
✓ 1.678899
✓ 11.98%
2.9998

HAVERHILL ROAD

FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710

PALM BEACH CO. PROJECT NO. 2013528

EXHIBIT B-2

SUPPORT SERVICES SCOPE OF WORK

FEE ESTIMATE AND STAFF HOUR DISTRIBUTION FOR

DRAINAGE, HYDRUALIC MODELING AND MISC. STRUC. ENGINEERING

Prepared For:



**PALM BEACH COUNTY
ROADWAY PRODUCTION**

Prepared By:

ALAN GERWIG & ASSOCIATES, INC.



**12798 W. Forest Hill Boulevard, Suite 204
Wellington, FL 33414**

June 2, 2014

HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528

Alan Gerwig & Associates, Inc.

Basic Services

ACTIVITY	PROJECT MANAGER		SENIOR ENGINEER		SENIOR PROJ ENGINEER		ENGINEER INTERN		DESIGNER		MHR BY ACTIVITY	TOTAL COST BY ACTIVITY
	MAN HRS	\$ \ 105.00 HOURLY RATE	MAN HRS	\$ \ 144.00 HOURLY RATE	MAN HRS	\$ \ 137.00 HOURLY RATE	MAN HRS	\$ \ 86.00 HOURLY RATE	MAN HRS	\$ \ 84.00 HOURLY RATE		
3. Drainage Analysis	11	\$ 1,155.00	224	\$ 32,256.00	94	\$ 12,878.00	37	\$ 3,182.00	8	\$ 672.00	\ 374	\$ 50,143.00
6. Misc. Structures	1	\$ 105.00	29	\$ 4,176.00	12	\$ 1,644.00	5	\$ 430.00	1	\$ 84.00	\ 48	\$ 6,439.00
TOTAL	\ 12	\$ 1,260.00	\ 253	\$ 36,432.00	\ 106	\$ 14,522.00	\ 42	\$ 3,612.00	\ 9	\$ 756.00	\ 422	\$ 56,582.00

Optional Services - Dyer Blvd Drainage Design and Mast Arm Design

ACTIVITY	PROJECT MANAGER		SENIOR ENGINEER		SENIOR PROJ ENGINEER		ENGINEER INTERN		DESIGNER		MHR BY ACTIVITY	TOTAL COST BY ACTIVITY
	MAN HRS	\$ \ 105.00 HOURLY RATE	MAN HRS	\$ \ 144.00 HOURLY RATE	MAN HRS	\$ \ 137.00 HOURLY RATE	MAN HRS	\$ \ 86.00 HOURLY RATE	MAN HRS	\$ \ 84.00 HOURLY RATE		
1. Drainage Analysis	4	\$ 420.00	77	\$ 11,088.00	32	\$ 4,384.00	13	\$ 1,118.00	3	\$ 252.00	\ 129	\$ 17,262.00
2. Misc. Structures												
Option E.1.a	1	\$ 105.00	10	\$ 1,440.00	13	\$ 1,781.00	8	\$ 688.00	0	\$ -	\ 32	\$ 4,014.00
Option E.1.b*	3	\$ 315.00	29	\$ 4,176.00	43	\$ 5,891.00	19	\$ 1,634.00	2	\$ 168.00	\ 98	\$ 12,184.00
Option E.1.c	3	\$ 315.00	29	\$ 4,176.00	43	\$ 5,891.00	19	\$ 1,634.00	2	\$ 168.00	\ 98	\$ 12,184.00
Option E.2.a	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -	0	\$ -
Option E.2.b*	1	\$ 105.00	10	\$ 1,440.00	13	\$ 1,781.00	8	\$ 688.00	0	\$ -	\ 32	\$ 4,014.00
TOTAL	\ 12	\$ 1,260.00	\ 155	\$ 22,320.00	\ 144	\$ 19,728.00	\ 67	\$ 5,762.00	\ 7	\$ 588.00	\ 385	\$ 33,460.00

Note: The NOT TO EXCEED subtotal from Optional Services represents the worst case scenario and is highlighted (in yellow).

\ 3.0 multiplier

Exhibit "B" - Page 20 of 53

HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
0

3. DRAINAGE ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
1. Data Research	LS	1	20		20	
2. Conceptual Layout and Sizing Bee Line to Dyer	EA	1	30		30	Pond System
3. Flood Routing & Pond Analysis, Modeling	EA	1	36		36	ICPR, WWNA, EPB 10
4. Concept Layout - Dwyer to EPB 10	EA	1	40		40	
5. Drainage and Pond Siting Report	EA	1	24		24	
6. Storm water management calculations / Design	LS	1	64		64	Haverhill - Bee Line to Dyer Blvd.
7. Storm water management calculations / Design	LS	1	40		40	Haverhill - Dyer to EPB 10
9. Storm Tab Sheets and pipe design	LS	1	32		32	
10. Plan review, markup, coordination w/ RJ Behar	L.S.	1	30		30	
11. Field Reviews	LS	1	16		16	
12. Agency Meetings	EA	3	4		12	
13. Agency Review Comment Responses	EA	5	6		30	
TOTAL					374	

Exhibit "B" - Page 21 of 53

HAVERRHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
0

6. MISC. STRUCTURES

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
1. Strain pole analysis of existing poles at SR 710	EA	1	24		24	
2. Dyer Mast Arm Analysis	EA	1	24		24	
					✓ 48	
Misc Struc. TOTAL					✓ 48	

Exhibit "B" - Page 22 of 53

HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PALM BEACH CO. PROJECT NO. 2013528
0

4. MISC. STRUCTURES - OPTIONAL SERVICES

TASK	ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
Option E.1.a. - Strain Pole Modifications						
Design of new span wire assembly on SR 710	EA	1	32		✓ 32	
Option E.1.b. - Mast Arms *						
Design Mast Arms on SR 710	EA	4	24		✓ 96	
Option E.1.c. - Steel Strain Poles						
Design Mast Arms on SR 710	EA	4	24		✓ 96	
Option E.2.a. - Exist. Mast Arm						
Existing Mast Arms to Remain	EA	0	0		0	
Option E.2.b. - Mast Arm *						
Replace One (1) Mast Arm on Dyer Blvd.	EA	1	32		✓ 32	
Misc Struc. TOTAL					✓ 256	

Note: The NOT TO EXCEED subtotal from Optional Services represents the worst case scenario and is highlighted (in yellow).

Exhibit "B" – Page 24 of 53

HAVERHILL ROAD

FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710

PALM BEACH CO. PROJECT NO. 2013528

EXHIBIT B-3

**SUPPORT SERVICES SCOPE OF WORK
FEE ESTIMATE AND STAFF HOUR DISTRIBUTION FOR**

ENVIRONMENTAL SUPPORT SERVICES

Prepared For:



**PALM BEACH COUNTY
ROADWAY PRODUCTION**

Prepared By:

SCHEDA ECOLOGICAL ASSOCIATES, INC.



**204 Dixie Boulevard
Delray Beach, FL 33444**

June 5, 2014



April 7, 2014

Sean O'Keefe, PE
RJ Behar & Company, Inc.
12788 Forest Hill Blvd., Suite 2003b
Wellington, FL 33414
sokeefe@rjbehar.com

Re: **BASIC SERVICES – SCOPE OF WORK & ASSOCIATED FEE ESTIMATE**
Haverhill Road (N. of Caribbean Blvd to Beeline Highway) – Project No. 2013528
Palm Beach County, Florida
Scheda Proposal No. 002613.20.P

Dear Mr. O'Keefe:

Scheda Ecological Associates, Inc. (Scheda) is pleased to submit this scope of services and fee estimate to assist with the environmental permitting efforts for the widening of Haverhill Road between Caribbean Blvd and the Beeline Highway (SR 710). We understand that the work will consist of delineating surface water/wetland limits within and adjacent to the project right-of-way, assessing wetland impacts, and environmental permitting through Federal, state, and local regulatory agencies.

SCOPE OF SERVICES

Task Description

1.0 ENVIRONMENTAL RESOURCE PERMIT APPLICATIONS

Scheda will provide environmental support to RJ Behar for the environmental permitting process for the U.S. Army Corps of Engineers (USACE; Section 404 Permit) and South Florida Water Management District (SFWMD: Environmental Resource Permit (ERP)) by completing the following tasks:

1.1 Pre-Application Meetings with USACE, SFWMD, and NPBCID

Scheda will attend pre-application meetings with the USACE, SFWMD, and Northern Palm Beach County Improvement District (NPBCID) to introduce the proposed project and impacts to protected resources. Other items of discussion will include site permit history, drainage design, and mitigation (if applicable).

1.2 Environmental Assessment of Pond 2 site and Dyer Road

Scheda biologists will delineate all wetlands and surface waters within the proposed Pond 2 area and along an estimated 500 linear ft of Dyer Road in accordance with Federal and State criteria (Federal Manual for Identifying and Delineating Jurisdictional Wetlands, 1987, Chapter 62-340 of the Florida Administrative Code, and Chapter 84-446, Laws of Florida). Scheda will characterize these wetland / surface water areas as per dominant vegetation, presence of exotic/nuisance species, and overall functionality of the habitat. Scheda biologists will also conduct a protected species assessment of these areas. Scheda will create a map of any identified protected resource area(s).

1.3 Permit Application Data & Environmental Support Document

Wetland/surface water impact acreage estimates will be provided by the project

Exhibit "B" – Page 27 of 53

Sean O'Keefe, PE
April 7, 2014
Page 2 of 3

engineer/surveyor and will be verified by Scheda staff. If needed, Scheda will complete the USACE wetland data sheets. Scheda will draft natural resource impact Avoidance and Minimization text that will be required by the regulatory agencies. All necessary environmental permit application information for wetland, surface water, and protected species related issues will be provided in an 'Environmental Support Document' that will be included as part of the permit application package.

1.4 On-site Field Review with Regulatory Agencies

Scheda will schedule and conduct one (1) on-site field review with USACE, SFWMD, and NPBCID staff to confirm impact acreage and resource classification, and discuss drainage design.

1.5 Coordination and RAI Responses

Scheda will conduct telephone coordination with the regulatory agencies as necessary to expedite permit issuance, and respond to one (1) Request for Additional Information (RAI) each from USACE (if necessary) and SFWMD. Scheda will also attend a maximum of four (4) progress meetings with County staff.

FEE ESTIMATE

The fee estimate totals \$11,000.00 and will be considered a lump sum fee estimate, which will not be exceeded without prior written authorization from the County. The project will be billed monthly based upon the percentage completion of the fee.

Please note that the following assumptions were used in developing this lump sum fee estimate. If additional work time is required due to the inaccuracy of these assumptions or future changes in scope, the client will be notified prior to the work being performed. Written authorization will be obtained from the client prior to performing the work.

1. Survey, engineering, and geotechnical services are to be provided by others.
2. The site is generally accessible during typical work hours with advance notice.
3. The scope does not cover any on-site delineation of wetlands and/or surface waters within the Haverhill Road right-of-way or adjacent buffer areas. If required by the regulatory agencies, this task will be covered under Optional Services.
4. This scope does not include any biological assessments of protected habitat within adjacent properties, including the Winding Waters Natural Area. Any habitat characterizations or impact assessments on habitat within adjacent properties will be covered under Optional Services.
5. All mitigation planning activities, including but not limited to drafting a formal mitigation plan to be submitted with permit applications packages, UMAM analysis, and coordination of mitigation activities with regulatory agencies, is not included in this scope of services and shall be covered under Optional Services.
6. This scope does not include fees for protected species relocation permitting and/or trapping which may be needed if protected gopher tortoises, or other protected wildlife species, are identified in or adjacent to the project corridor.
7. The project engineer will provide appropriate information to address the avoidance and minimization requirement for the ERP.
8. All permit fees will be provided by others.
9. Should more than one RAI be issued by a regulatory agency, the additional effort needed to

Exhibit "B" – Page 28 of 53

Sean O'Keefe, PE
April 7, 2014
Page 3 of 3

sufficiently respond to the RAI(s) will be covered in a separate scope and fee.

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 _____, 2014.

Signature _____ Title _____

Printed _____

Witness _____

BASIC SERVICES
Haverhill Road (N. of Caribbean Blvd to Beeline Highway)
April 7, 2014

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	SCHEDULED HOURS
	\$175.00	\$160.00	\$130.00	\$120.00	\$100.00	\$80.00	\$75.00	\$70.00	\$60.00					
C1 - ENVIRONMENTAL PERMIT APPLICATION SUPPORT														
Permit and Protected species research				6								\$ 720.00	\$ 720.00	6
Field assesment of wetlands/surface waters within Pond 2 site and along Dyer Rd				4		4						\$ 800.00	\$ 800.00	8
Pre-application Meetings (USACE, SFWMD, NPBWID)				12								\$ 1,440.00	\$ 1,440.00	12
Permit Application Data & Environmental Support Document		2		16		4	4					\$ 2,880.00	\$ 2,880.00	20
Review permit sketches (prepared by RJ Behar)				2								\$ 240.00	\$ 240.00	2
On-site Agency Field Review				8								\$ 960.00	\$ 960.00	8
Coordination and RAI Responses		2		20		12	4					\$ 3,960.00	\$ 3,960.00	36
SUBTOTAL TASK C2	-	4	-	68	-	20	8	-	-	-	\$ -	\$ 11,000.00	\$ 11,000.00	100
SUBTOTAL TASK	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	0
SUBTOTAL TASK	-	-	-	-	-	-	-	-	-	-	\$ -	\$ -	\$ -	0
Project Summary Total	4	4	68	20	8	-	-	-	-	-	\$ 11,000.00	\$ 11,000.00	100	

Prepared By: G. Juszk
 Proposal No: 002613.20.P

\$640 \$8,160 \$1,600 \$600

Labor Plus Normal Expenses

\$11,000.00

3.0 miles per



April 7, 2014

Sean O'Keefe, PE
RJ Behar & Company, Inc.
12788 Forest Hill Blvd., Suite 2003b
Wellington, FL 33414
sokeefe@rjbehar.com

Re: OPTIONAL SERVICES - SCOPE OF WORK & ASSOCIATED FEE ESTIMATE
Haverhill Road (N. of Caribbean Blvd to Beeline Highway) – Project No. 2013528
Palm Beach County, Florida
Scheda Proposal No. 002613.20.P

Dear Mr. O'Keefe:

Scheda Ecological Associates, Inc. (Scheda) is pleased to submit this scope of services and fee estimate to assist with the environmental permitting efforts for the widening of Haverhill Road between Caribbean Blvd and the Beeline Highway (SR 710). We propose to assist with the following tasks under "Optional Services" as these tasks may not be required to complete the State and Federal environmental permitting process.

SCOPE OF SERVICES

Task Description

1.0 WETLAND JURISDICTIONAL DETERMINATION

1.1 Field Delineation of Wetland and/or Surface Water Lines & Biological Characterization within the Haverhill Road Right-of-Way

Scheda biologists will delineate all wetlands and surface waters within the Haverhill Road right-of-way and adjacent buffer areas in accordance with Federal and State criteria (Federal Manual for Identifying and Delineating Jurisdictional Wetlands, 1987, Chapter 62-340 of the Florida Administrative Code, and Chapter 84-446, Laws of Florida). Scheda biologists will characterize these wetland / surface water areas as per dominant vegetation, presence of exotic/nuisance species, and overall functionality of the habitat. Scheda will create a map of any identified protected resource area(s).

1.2 Coordination with Project Engineer and/or Surveyor

Scheda will forward appropriate information to the project engineer/surveyor in order to accurately depict wetland and surface water limits on permit sketches, and review the final survey/sketch set for accuracy. If revisions are required, written comments will be provided to the surveyor in a detailed email or memorandum format.

2.0 DEVELOP & IMPLEMENT A WETLAND MITIGATION PLAN FOR IMPACTS WITHIN THE RIGHT-OF-WAY

Should compensatory mitigation for wetland impacts be required, Scheda biologists will draft a mitigation plan that will be included with the USACE and/or SFWMD permit application packages. The proposed mitigation for this project will consist of the purchase of wetland mitigation credits at the County's Pine Glades Permittee Responsible Off-Site Mitigation Area (PROMA). It will not include on-site mitigation design, which is not in the best long-term financial interest of Palm Beach

Exhibit "B" – Page 31 of 53

Sean O'Keefe, PE
April 7, 2014
Page 2 of 3

County. A UMAM analysis will be conducted to determine the amount of functional loss for any impacts to jurisdictional wetlands and the amount of mitigation needed. Scheda staff will coordinate with regulatory agencies to determine the amount of credits needed to sufficiently offset project impacts. Scheda will also coordinate the purchase of the credits with Palm Beach County ERM, which operates the Pine Glades PROMA.

FEE ESTIMATE

The fee estimate totals for each Optional Services task listed above is as follows:

~~Task 1 -~~ \$ 2,760.00
~~Task 2 -~~ \$ 6,800.00
~~TOTAL -~~ \$ 9,560.00

The fee estimate for each task will be considered a lump sum fee estimate, which will not be exceeded without prior written authorization from the County. The project will be billed monthly based upon the percentage completion of the fee.

Please note that the following assumptions were used in developing this lump sum fee estimate. If additional work time is required due to the inaccuracy of these assumptions or future changes in scope, the client will be notified prior to the work being performed. Written authorization will be obtained from the client prior to performing the work.

1. Survey, engineering, and geotechnical services are to be provided by others.
2. The site is generally accessible during typical work hours with advance notice.
3. This scope does not include fees for protected species relocation permitting and/or trapping which may be needed if protected gopher tortoises, or other protected wildlife species, are identified in or adjacent to the project corridor.
4. All permit fees will be provided by others.

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

Exhibit "B" – Page 32 of 53

Sean O'Keefe, PE
April 7, 2014
Page 3 of 3

The above terms are accepted as stated on this _____ day of _____, 2014.

Signature _____ Title _____

Printed _____

Witness _____

April 7, 2014
Scheda Ecological Associates, Inc.

Prepared By: G. Juszi	\$640	\$6,720	\$1,600	\$600		
Proposal No: 002613.20.P						
ASSUMPTIONS:						
					Labor Plus Normal Expenses	✓ \$ 9,560.00
					Specialized Expenses	N/A

Exhibit "B" – Page 33 of 53

HAVERHILL ROAD

FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710

PALM BEACH CO. PROJECT NO. 2013528

EXHIBIT B-4

**SUPPORT SERVICES SCOPE OF WORK
FEE ESTIMATE AND STAFF HOUR DISTRIBUTION FOR**

GEOTECHNICAL ENGINEERING SERVICES

Prepared For:



**PALM BEACH COUNTY
ROADWAY PRODUCTION**

Prepared By:

GCME, INC.

GCME

**6903 Vista Parkway, N. Suite 8
West Palm Beach, FL 33411**

June 5, 2014

GCME

June 2, 2014

R. J. Behar & Company, Inc.
12008 South Shore Boulevard, Suite 207
Wellington, Florida 33414

Attention: Mr. Sean Okeefe, P.E.
Project Manager

Re: Geotechnical Services
Design Services for Haverhill Road N. of Caribbean Blvd. to Bee Line Hwy
Palm Beach County, Florida
PBC Project No. 2013528
GCME Proposal No.: P77105-1309-014_Revision-6

Dear Mr. Okeefe:

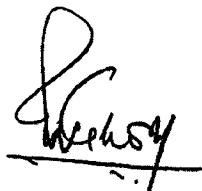
GCME, Inc. is pleased to submit this revised price proposal based on your email and follow-up conversation for providing geotechnical services for the above referenced project. This proposal is based upon proposed scope of work and information received from your office.

Attachment – A lists the proposed scope of work. **Attachment – B** shows the fee estimate based on estimated staff hours.

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

Respectfully submitted,

GCME, INC.



Partha Ghosh, P.E.
Principal Engineer

PG:mg
P77105-1309-014_06-0-14_Revised

Attachments

Attachment – A

Scope of Services

**Haverhill Road N. of Caribbean Blvd. to Bee Line Hwy
Palm Beach County, Florida
PBC Project No. 2013528**

Based on the information received, Inc. the scope of work proposed is as follows:

➤ **ROADWAY: 1.60 Miles**

- **Haverhill Road N. of Caribbean Blvd. to Bee Line Hwy – 8,500 feet; Proposed Roadway to be widened on both sides**
 - Estimate one (1) boring every 200 feet interval on alternating sides along the roadway corridor as per county standards. Each boring 5 feet deep and boring @ 1000 feet interval is 15 feet deep
 - **Total 42 borings**
 - Eight (8) borings, each 15 feet deep
 - Thirty four (34) borings, each 5 feet deep
- Five (5) borings will be drilled along Dyer Road (4 @ 5' & 1 @ 15')
- **Delineation borings along the entire corridor are not proposed at this stage. If 'unsuitable soils / Muck' is encountered along the project corridor then we will recommend additional borings at the critical areas**

➤ **DRAINAGE – SWALE / POND:**

Proposed one (1) DRIT @ 2000' interval in the swale &
Two (2) borings & DRITs per 40,000 sq feet of Pond area:

- Swale: West Side – 4,000 feet long: 2 DRIT
- Swale: East Side – 1,200 feet long: 1 DRIT
- Pond # 1: 1 Acre ~ 43,560 sq. ft: 1 DRIT & 2 borings @ 20 feet deep
- Pond # 2: 2 Acre ~ 87,120 sq. ft: 2 DRIT & 4 borings @ 20 feet deep
 - **6 DRIT & 6 SPT borings @ 20 feet deep**

➤ **DRAINAGE – FRENCH DRAIN:**

Proposed one (1) BHP @ 1000' interval along the corridor

- Length – 400 feet long: 1 BHP tests [Along Dyer Road]
 - **1 BHP Tests**

R. J. Behar & Company, Inc.
GCME Proposal No: 77105-1309-014_06-02-14

➤ **POLE STRUCTURE:**

One (1) SPT boring will be provided for each new signal pole.
The number of SPT boring will be dependent on signal design option.

- **At SR 710 Baseline:**
 - Option 1: One (1) SPT boring @ 25 feet deep [Basic Services]
 - Option 2 or 3: Three (3) SPT boring @ 25 feet deep [Optional Services]
- **At Dyer Road:**
 - Option 1: No SPT boring Required [Basic Services]
 - Option 2: One (1) SPT boring @ 25 feet deep [Optional Services]

➤ **BRIDGE STRUCTURES:**

- None Estimated

➤ **ENGINEERING & TECHNICAL SERVICES:**

- Geotechnical Engineering Analysis and Reporting related to the above scope of work.
- Roadway Soil Survey Report [including findings / recommendation of SHGWT, including literature search]
- Drainage Soils Report [including research & finding of Aquifer depth & conductivity from SFWMD Literature Search as available)
- Structures – Strain Pole Report

R. J. Behar & Company, Inc.
GCME Proposal No: 77105-1309-014_06-02-14

Attachment – B

FEE ESTIMATES [Basic & Optional Services]

**Haverhill Road N. of Caribbean Blvd. to Bee Line Hwy
Palm Beach County, Florida
PBC Project No. 2013528**

GCME, Inc.
FEE ESTIMATE - BASIC SERVICES
Design Services for Haverhill Road N. of Caribbean Blvd. to Bee Line Hwy.
Palm Beach County, Florida
PBC Project No. 2013528

No.	ITEM DESCRIPTION	Unit	# of Units	Unit Price	Total
I. Field Investigation					
1A	Truck Rig Mobilization	Each	1	\$ 350.00	\$ ✓ 350.00
1B	Mudbug Rig Mobilization	Each	1	\$ 500.00	\$ ✓ 500.00
2A	SPT- Truck/MB 0-50 Ft	Foot	145	\$ 12.00	\$ ✓ 1,740.00
2B	SPT- Truck/MB 50-100 Ft	Foot	0	\$ -	\$ -
3A	Rock Coring Truck/MB 0-50 Ft	Foot	0	\$ -	\$ -
3B	Rock Coring Truck/MB 50-100 Ft	Foot	0	\$ -	\$ -
4A	Grout Boreholes- Truck/MB 0-50 Ft	Foot	145	\$ 5.00	\$ ✓ 725.00
4B	Grout Boreholes- Truck/MB 50-100 Ft	Foot	0	\$ -	\$ -
5A	Temp Casing 3"- Truck/MB 0-50 Ft	Foot	0	\$ 7.00	\$ -
5B	Temp Casing 3"- Truck/MB 50-100 Ft	Foot	0	\$ -	\$ -
6	Auger Borings- Hand & Truck/MB	Foot	325	\$ 10.00	\$ ✓ 3,250.00
7A	Field Permeability 0-10 Ft	Each	1	\$ 350.00	\$ ✓ 350.00
7B	Field Permeability 10-25 Ft	Each	0	\$ -	\$ -
7C	Double Ring Infiltration test	Each	6	\$ 500.00	\$ ✓ 3,000.00
8	MOT - Traffic Control Set-up/Removal [1 man crew with safety equipments]	Day Day	3	\$ 1,200.00	\$ ✓ 3,600.00
9	Soil Probing - Muck/Unsuitable Soil Delineation	Hour	0	\$ 900.00	\$ -
10A	Extra SPT Samples-Truck/MB 0-50 Ft	Each	0	\$ -	\$ -
10B	Extra SPT Samples-Truck/MB50-100 Ft	Each	0	\$ -	\$ -
11	Pavement Cores	Each	0	\$ -	\$ -
II. Laboratory Testing					
1	Lab Classification/Assignment by Staff Engineer	Hour	20	\$ 90.00	\$ ✓ 1,800.00
2	Natural Moisture	Each	20	\$ 10.00	\$ ✓ 200.00
3	Full Grad Grain Analysis	Each	20	\$ 60.00	\$ ✓ 1,200.00
4	Organic Content	Each	10	\$ 40.00	\$ ✓ 400.00
5	Plastic Limit	Each	0	\$ 40.00	\$ -
6	Liquid Limit	Each	0	\$ 40.00	\$ -
7	Corrosion Series	Each	5	\$ 185.00	\$ ✓ 925.00
8	LBR	Each	0	\$ 350.00	\$ -
III. Field Engineering & Technical Services					
1	Site Recon./ Boring Layour / Utility Coordination / Etc. Engineering Technician	Hour	30	\$ 65.00	\$ ✓ 1,950.00

GCME, Inc

GCME, Inc.
FEE ESTIMATE - BASIC SERVICES
Design Services for Haverhill Road N. of Caribbean Blvd. to Bee Line Hwy.
Palm Beach County, Florida
PBC Project No. 2013528

IV. ENGINEERING AND TECHNICAL SERVICES

Project Manager	Hour	8	\$	175.00	\$	✓ 1,400.00
Senior Engineer	Hour	10	\$	175.00	\$	✓ 1,750.00
Project Engineer	Hour	82	\$	115.00	\$	✓ 9,430.00
CADD/Computer Technician	Hour	38	\$	65.00	\$	✓ 2,470.00

GCME Manhour = 138

Field and Laboratory Services	=	✓ \$19,990.00
Engg. and Tech. Services	=	✓ \$15,050.00
ESTIMATED TOTAL COST	=	✓ \$35,040.00

GCME, Inc.
FEE ESTIMATE - OPTIONAL SERVICES
Design Services for Haverhill Road N. of Caribbean Blvd. to Bee Line Hwy.
Palm Beach County, Florida
PBC Project No. 2013528

No.	ITEM DESCRIPTION	Unit	# of Units	Unit Price		Total
I. Field Investigation						
1A	Truck Rig Mobilization	Each	1	\$	350.00	✓ 350.00
1B	Mudbug Rig Mobilization	Each	0	\$	500.00	\$ -
2A	SPT- Truck/MB 0-50 Ft	Foot	100	\$	12.00	✓ 1,200.00
2B	SPT- Truck/MB 50-100 Ft	Foot	0	\$	-	\$ -
3A	Rock Coring Truck/MB 0-50 Ft	Foot	0	\$	-	\$ -
3B	Rock Coring Truck/MB 50-100 Ft	Foot	0	\$	-	\$ -
4A	Grout Boreholes- Truck/MB 0-50 Ft	Foot	100	\$	5.00	✓ 500.00
4B	Grout Boreholes- Truck/MB 50-100 Ft	Foot	0	\$	-	\$ -
5A	Temp Casing 3"- Truck/MB 0-50 Ft	Foot	0	\$	7.00	\$ -
5B	Temp Casing 3"- Truck/MB 50-100 Ft	Foot	0	\$	-	\$ -
6	Auger Borings- Hand & Truck/MB	Foot	0	\$	10.00	\$ -
7A	Field Permeability 0-10 Ft	Each	0	\$	350.00	\$ -
7B	Field Permeability 10-25 Ft	Each	0	\$	-	\$ -
7C	Double Ring Infiltration test	Each	0	\$	500.00	\$ -
8	MOT - Traffic Control Set-up/Removal [1 man crew with safety equipments]	Day Day	1.5	\$	1,200.00	✓ 1,800.00
9	Soil Probing - Muck/Unsuitable Soil Delineation	Hour	0	\$	900.00	\$ -
10A	Extra SPT Samples-Truck/MB 0-50 Ft	Each	0	\$		\$ -
10B	Extra SPT Samples-Truck/MB50-100 Ft	Each	0	\$	-	\$ -
11	Pavement Cores	Each	0	\$	-	\$ -
II. Laboratory Testing						
1	Lab Classification/Assignment by Staff Engineer	Hour	3	\$	90.00	✓ 270.00
2	Natural Moisture	Each	6	\$	10.00	✓ 60.00
3	Full Grad Grain Analysis	Each	6	\$	60.00	✓ 360.00
4	Organic Content	Each	4	\$	40.00	✓ 160.00
5	Plastic Limit	Each	0	\$	40.00	\$ -
6	Liquid Limit	Each	0	\$	40.00	\$ -
7	Corrosion Series	Each	2	\$	185.00	✓ 370.00
8	LBR	Each	0	\$	350.00	\$ -
III. Field Engineering & Technical Services						
1	Site Recon./ Boring Layour / Utility Coordination / Etc. Engineering Technician	Hour	8	\$	65.00	✓ 520.00

GCME, Inc

GCME, Inc.
FEE ESTIMATE - OPTIONAL SERVICES
Design Services for Haverhill Road N. of Caribbean Blvd. to Bee Line Hwy.
Palm Beach County, Florida
PBC Project No. 2013528

IV. ENGINEERING AND TECHNICAL SERVICES

Project Manager	Hour	2	\$	175.00	\$	✓	350.00
Senior Engineer	Hour	2	\$	175.00	\$	✓	350.00
Project Engineer	Hour	10	\$	115.00	\$	✓	1,150.00
CADD/Computer Technician	Hour	9	\$	65.00	\$	✓	585.00

GCME Manhour = 23

Field and Laboratory Services	=	✓	\$5,590.00
Engg. and Tech. Services	=	✓	\$2,435.00
ESTIMATED TOTAL COST	=	✓	\$8,025.00

HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710


PALM BEACH CO. PROJECT NO. 2013528

EXHIBIT B-5
SUPPORT SERVICES SCOPE OF WORK
FEE ESTIMATE AND STAFF HOUR DISTRIBUTION FOR
SURVEY AND RIGHT OF WAY ENGINEERING SERVICES
Prepared For:



PALM BEACH COUNTY
ROADWAY PRODUCTION

Prepared By:

GENUINITY, INC.

1201 Belvedere Road
West Palm Beach, FL 33405

June 10, 2014



CLAUDE RAYMAN, P.S.M.
KEITH B. JACKSON, P.E.
LISA A. TROPEL, P.E.

October 23, 2013
Revised February 10, 2014
Revised April 7; April 16, 2014
Revised April 24, 2014
Revised May 9, 2014
Revised June 2, 2014
Revised June 10, 2014

Sean O'Keefe, PE
R. J. Behar
12788 Forest Hill Blvd.
Suite 2003b
Wellington, FL 33414

E-mail: sokeefe@rjbehar.com

**Re: Haverhill from Caribbean Boulevard to Beeline Highway
Right-of-way Design Survey
Engenuity Group Project No. 13180.01**

Dear Mr. O'Keefe:

Engenuity Group, Inc. is pleased to present you with this proposal to provide surveying services for the subject project.

Engenuity Group will provide a Topographic Survey of the Haverhill Road corridor from Caribbean Boulevard to Beeline Highway (State Road 710), pursuant to Chapter 5J-17.050(10)(k), Florida Administrative Code based on the following limits and displayed on the attached aerial exhibit (in 3 Sheets):

- In general, the topography obtained will be from the East right-of-way line to the West right-of-way line of Haverhill Road, plus 25 feet outside the right-of-way, plus specific "outside of the right-of-way" areas as noted:
 - Along the West right-of-way line from Caribbean Boulevard North to the prolongation of the South right-of-way line of Dyer Boulevard, the topographic data will extend 60 feet +/- West of the West right-of-way line;
 - Along the East right-of-way line from Caribbean Boulevard North to the South right-of-way line of Dyer Boulevard, the topographic data will extend 25 feet +/- East of the right-of-way line and will include the finished floor elevation of existing residences;

Exhibit "B" – Page 45 of 53

- Along the West right-of-way line from the North the prolongation of the North right-of-way line of Dyer Boulevard to the southerly right-of-way line of the CSX Railroad, the topographic data will extend to the existing top of berm located within Dyer Park;
- In the area of Haverhill Road and Beeline Highway (State Road 710)/CSX Railroad intersection, additional topographic data will be required as follows:
 - 100 feet northwesterly and 100 feet southeasterly of the West and East right-of-way lines, respectively, within the CSX Railroad right-of-way. Permitting and/or escort by CSX employees is required for this task;
 - 500 feet northwesterly and 500 feet southeasterly of the West and East right-of-way lines, respectively, within the Beeline Highway right-of-way;
- In the area of the Northern Palm Beach County Improvement District (N.P.B.C.I.D.) EPB-10 Canal, topographic data will extend 600 feet +/- West and 600 feet +/- East of the West and East right-of-way lines of Haverhill Road, respectively, and will include the outfall pipe in the lake within Winding Waters. Canal cross sections will be obtained at 100 foot intervals in each direction.
- In the area of the Northern Palm Beach County Improvement District (N.P.B.C.I.D.) EPB-9 Canal, topographic data will be obtained 400 feet East and 200 feet West of the West and East right-of-way lines of Haverhill Road, respectively. Canal cross sections will be obtained at 100 foot intervals in each direction.
- In the area of Haverhill Road and Dyer Boulevard intersection, additional topographic data will be required as follows:
 - 200 feet West of the West right-of-way line of Haverhill Road, from right-of-way line to right-of-way line;
 - 600 feet East of the East right-of-way line from right-of-way line to right-of-way line 25 feet in each direction;
 - Obtain heights of the lowest wire connection at the utility poles. Information will be used by others to calculate the sag/lowest point of the wires.

The topographic data will include, but not be limited to pavement, fences, existing elevations, drainage structures/pipes and above ground, visible utility locations. Additionally, from Caribbean Boulevard North to Dyer Boulevard, cross sections will be obtained at 100 foot intervals along the corridor. North of Dyer Boulevard cross sections will be obtained at 50 foot intervals along the corridor.

Miscellaneous topographic survey to be acquired will be roadway soil borings, miscellaneous structure locations (i.e. mastarms), wetland demarcations as marked by others and subsurface utility engineering findings (pothole locations).

All subsurface utility detection services will be provided by others under a separate contract.

Trees having a caliper of 6" or greater, measured at breast height, will be located under this contract based on the following:

- Trees within 25' of the right-of-way line within Winding Waters, located along the West side of the project;
- Trees 25' outside the right-of-way in all other areas.

Engenuity Group will also provide a Control Survey of the Haverhill Road corridor from Caribbean Boulevard to Beeline Highway (State Road 710), pursuant to Chapter 5J-17.050(10)(e), Florida Administrative Code, and will depict the following:

- The centerline of right-of-way/centerline of construction and the baseline of survey;
- Benchmarks will be set at a maximum of 1200 feet intervals;
- Reference points reflecting ties to the baseline of survey will be shown;
- Ties to section corners, both calculated and field measured, will be depicted;
- Baseline points will be set at 100 feet intervals and will include reference points. This task will be performed after the design engineer has established the baseline and associated stationing;
- Each change in direction of the right-of-way will be labeled with its station and offset reference to the baseline.
- The right-of-way will be calculated based on a Title Report for the project provided by Palm Beach County. In the event that right-of-way calculations indicate gaps and/or overlaps in the right-of-way corridor, the Palm Beach County project manager, as well as the survey section manager, will be notified for further review and verification.

The control survey will be prepared on an 11x17 sheet size format for inclusion in the construction set of plans for the project.

The horizontal datum will reference the Florida state plane coordinate system, Transverse Mercator projection, East zone, North American Datum of 1983, 1990 adjustment (N.A.D. 83/90). The expected use of the land as classified in Chapter 5J-17.051 is "Commercial/High Risk" with a minimum relative distance accuracy of 1 foot in 10,000 feet. The accuracy will be obtained by redundant RTK combined with traditional measurements of primary and secondary control points.

The vertical datum will reference the North American Vertical Datum of 1988 (N.A.V.D. 88). The Vertical Control will be based on a level loop or closure to a second benchmark and will be accurate to a standard of plus or minus 0.05 feet times the square root of the distance in miles. Engenuity Group, Inc. will provide the client with the value required to convert from the North American Vertical

Datum of 1988 (N.A.V.D. 88) to the National Geodetic Vertical Datum of 1929 (N.G.V.D. 29).

✓ Fee: \$85,048.00

Direct Expenses – Engenuity Group, Inc.

- CSX Right of Entry Permit Fee: ✓ \$ 950.00

Direct Expenses - Ground Hound Detection Services, Inc.

Basic Services:

- 4 softdigs (vacuum excavation) at the intersection of Haverhill Road and Beeline Highway (S.R. 710).

Fee: \$ 350.00 each location
Total Fee: ✓ \$1,400.00

Optional Services:

- 16 softdigs (vacuum excavations), 12 at the intersection of Haverhill Road and Beeline Highway (S.R. 710) and 4 at the intersection of Haverhill Road and Dyer Boulevard.

Fee: \$ 350.00 each location
Total Fee: ✓ \$5,600.00

Optional Services:

Prepare a Boundary and Topographic Survey pursuant to Chapter 5J-17.050(10)(b)(k), Florida Administrative Code, and a Sketch and Description to be used for the transfer of title of the parcel, for one parcel located North of Dyer Boulevard, South of the CSX Railroad and East of Haverhill Road for a parcel to be identified by Palm Beach County governmental agencies.

✓ Fee: \$ 3,631.00

✓ TOTAL FEE: \$96,629.00

Permit Fees, Reproduction Charges and Reimbursable Expenses

The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as long distance telephone calls, facsimile, postage, and document copy charges will be billed to the client monthly.

Invoicing and Payment

Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the client within thirty (30) days of the invoice date, unless within such thirty (30) day period, client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by client. If the payment is not received within thirty (30) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

If this proposal is acceptable please execute the attached authorization and return it to us. If you have any questions, please do not hesitate to call. This proposal will be open for acceptance until March 10, 2014.

Sincerely,



Kevin M. Beck, P.S.M.
Director of Survey

Approved by,



C. Andre Rayman, P.S.M.
President

This document, its contents, and scope of services described herein, is the property of Engenuity Group, Inc. Any unauthorized use and/or reproduction of any portion, in whole or part, is a violation of copyright laws.

Exhibit "B" – Page 49 of 53

Fee Breakdown							
Haverhill from Caribbean Blvd to Beeline Hwy							
Engenuity Group Project No. 13180.01							
Description	Sr. Project Surveyor	Project Surveyor	Sr. CAD Tech	AutoCAD Tech	3 Person Srvy Crew	Admin. Assistant	
Hourly Rate	\$140.00	\$120.00	\$115.00	\$100.00	\$150.00	\$62.00	
1 Establish Horiz/Vert Control		8.00	16.00		72.00		\$ 13,800.00
2 Topo route			8.00		80.00		\$ 12,920.00
3 Canal topo & cross sections			8.00		6.00		\$ 1,820.00
4 CSX right-of-way topo			2.00		6.00		\$ 1,130.00
5 Beeline Highway topo			4.00		8.00		\$ 1,660.00
6 Dyer Boulevard			2.00		8.00		\$ 1,430.00
7 Misc topo, wetlands, utilities			2.00		24.00		\$ 3,830.00
8 Prepare topographic survey	4.00	24.00	8.00	137.00		5.00	\$ 18,370.00
9 Prepare control survey	4.00	16.00	4.00	48.00		6.00	\$ 8,112.00
10 Set bl survey @ 100' stations w/references			8.00		64.00		\$ 10,520.00
11 Calculate r/w based on title			12.00				\$ 1,380.00
12 Tree locations			12.00		56.00		\$ 9,780.00
13 CSX permitting/escort coordination						8.00	\$ 496.00
Optional Services							\$ 85,048.00
15 Prepare Boundary Survey of Parcel within Haverhill Business Park for acquisition (Title policy provided by others)	1.00	4.00	1.00	6.00	6.00	2.00	\$ 2,359.00
16 Prepare Sketch & Description for acquisition parcel	1.00	2.25		8.00		1.00	\$ 1,272.00
							\$ 3,631.00
Labor Hours	✓ 10.00	✓ 54.25	✓ 87.00	✓ 199.00	✓ 330.00	✓ 22.00	
Labor Cost	✓ \$ 1,400.00	✓ \$ 6,510.00	✓ \$ 10,005.00	✓ \$ 19,900.00	✓ \$ 49,500.00	✓ \$ 1,364.00	
Other Direct Costs							
Total Fee					✓ \$		\$ 88,679.00

Direct Expenses							
Ground Hound Detection Services, Inc.							
Basic Services					✓ \$ 1,400.00		
Optional Services					✓ \$ 5,600.00		
Total					✓ \$ 7,000.00		
Engenuity Group, Inc.							
CSX Right-of-entry permit				✓ \$	950.00		



A Professional Utility Locating Service

June 2, 2014

Mr. Kevin M. Beck, P.S.M.
Engenuity Group
1280 North Congress Avenue, Suite 101
West Palm Beach, FL 33409
(Tel) 561.655.1151 Ext. 133 (Cell) 561.252.0886
kbeck@engenuitygroup.com

Re: "Haverhill and Beeline, West Palm Beach"

Mr. Beck,

Ground Hound Detection Services, Inc. (GHD) is pleased to provide the following proposal for vacuum excavation services. Based on the information contained in your emails dated April 24, 2014 and May 30, 2014, GHD will provide up to 16 Vacuum excavations in an attempt to expose and verify client identified utility targets in a radius of 5 proposed mast arms. GHD will only attempt vacuum excavations on utilities we are able to confirm electronically with EM and GPR. As discussed, no excavations will be required in lanes of traffic. The provided aerial photos depicting the proposed mast arm location will be considered a part of this proposal.

DESCRIPTION OF SERVICES:

Vacuum excavation is a non-destructive technique used to safely expose utilities using a combination of compressed and vacuum air. Once the utility has been exposed, vertical elevation, diameter and material type can be obtained. Conditions such as groundwater, hard, rocky soils, sub-surface obstructions and targets at deep elevations can limit the effectiveness of vacuum excavation. Targets beyond the limitations of the Vacuum system may be "probed" with an air lance. This technique is effective in determining elevation but may be ineffective for determining outside diameter and material type. Additional fees for excavations may apply on targets greater than 18" in width including but not limited to: pipes, duct banks, conduit systems, manholes, handholes, structures, UST's. **Portions of South Florida have been found to be non-conductive to the vacuum excavation method. GHD would make a diligent effort to provide the desired information. However, if the soil conditions prove to be too difficult or contaminated, GHD reserves the right to cease in its effort so not to create an unsafe environment for its employees and/or the general public.**

Ground Penetrating Radar (GPR) method transmits electromagnetic waves, which are pulsed at discrete distance/time intervals. The transmitted pulse radiates through the earth whereby a portion of the energy is reflected from interfaces of contrasting electrical properties (e.g. pavement and soil interface, soil stratigraphic changes and buried metallic and nonmetallic objects) while the remaining energy continues until reaching additional reflectors where the process is repeated. Reflected energy is received by the antennae and recorded for later processing and interpretation. Factors such as soil moisture, clay content, and variations in the dielectric constants of materials control the effectiveness of the GPR method. Wet conductive soils severely attenuate GPR signals and thus the effective depth of exploration. The presence of foreign product leached into the soil can eschew the data collected. GPR energy cannot transmit through ferrous objects since metal acts as a pure reflector. Freshly-poured concrete (less than 60 days), concrete containing metal fibers, fine-mesh screenings beneath tile, Styrofoam between floor or roof slabs can inhibit the effective permeability and accuracy of GPR. In order to accurately conduct a radar survey, orthogonal scans must be made across the target area. Confined or obstructed areas that restrict an even scanning pattern can impede the data collected and reduce the accuracy of the final results. GPR does not measure diameter of objects or depth of utility, only their horizontal location(s).

2930 NW Commerce Park Drive, Suite #1, Boynton Beach, FL 33426

PHONE: (561)737.9800 FAX: (561)737.1742 WEB: www.groundhound.com EMAIL: info@groundhound.com

Page Two
Mr. Kevin M. Beck
June 2, 2014

DESCRIPTION OF SERVICES (Continued):

Electromagnetic induction is a method in which a transmitter signal is applied by directly coupling to a target. As long as the target is metallic, a receiver is used to detect the transmitted signal. Passive detection is another technique used to locate naturally occurring magnetic fields that exist on power cables generating a 50/60 Hz signal. Additionally, passive VLF signals can be detected on other metallic utilities that are typically long in length and are well grounded electrically.

Locating underground utilities is not an exact science. Therefore, Ground Hound Detection Services, Inc. (GHD) expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of this or any individual project. Engenuity Group understands that limitations within the available technology, the complexity of site conditions and circumstances beyond the control of GHD may limit the performance/results of the GHD's services. Project Owners, Engenuity Group and any of its Subcontractors shall hold harmless and indemnify GHD against any and all losses as a result of inability to locate or mislocate due to limitations within the available technology, the complexity of site conditions and circumstances beyond its control, but not against negligence on the part of GHD or its employees. The services provided by GHD shall be performed in accordance with generally accepted professional practices as related to the nature of services performed. Payment to GHD shall not be contingent upon its performance or results due to any limiting condition as described. Hand digging is required in all situations when excavating within 24" of GHD's markings.

This proposal constitutes the entire agreement between the parties. The agreement may not be altered, modified or conditioned in any respect without the prior written consent of all parties. Documents such as but not limited to "change orders", "purchase orders", sub-contract agreements, and statements of terms and conditions of work shall require prior written acceptance by GHD to be binding. Payment to GHD for work performed pursuant to this proposal shall not be contingent upon GHD's consent to any proposed alteration, modification or condition to the agreement.

CONDITIONS: Locating underground utilities for design/pre-excavation:

- Utility locations are being provided in an attempt to prevent or reduce the likelihood of damage during excavation and /or provide design information.
- Areas to be investigated must be level and free of obstructions. EM and GPR discovery may be limited up to 24" within any vertical impediment, structure or otherwise.
- Results are dependent upon field conditions at the time of locating services.
- GHD's inability to complete the project due to delays, conditions outside GHD's control does not void this contract.
- If GHD is to produce a drawing (optional, additional fee), customer is responsible for providing an electronic AutoCAD file for GHD to use as a base to drop its discoveries on. If a file is not available, additional costs and time to produce the drawing are likely.
- Drawings produced by GHD (optional, additional fee) are not considered to be "survey grade" drawings. GHD will include dimensions from a fixed feature in the field/drawing to the horizontal position of the target being depicted. Drawings are not prepared by a licensed Engineer, Surveyor or Draftsman. In addition, drawings are not prepared to any State survey or drafting standard.
- If GHD reviews its discoveries with others responsible for mapping/data collection, a copy of the file must be provided to GHD to review for errors and omissions.
- APWA standards are used for marking.

Page Three
Mr. Kevin M. Beck
June 2, 2014

CONDITIONS (continued):

- GHD is not responsible for, moved, altered, obliterated or maintaining marks. GHD will impose an additional fee to relocate/remark facilities.
- If underground facilities are damaged, whether marked by GHD or not, it is your obligation to notify a representative of GHD immediately at the time of damage.
- Any available as-builts, engineered or other record drawings with regards to any utilities within the project limits shall be made available to GHD for its review prior to commencement of field work.
- GHD is not a substitute for Chapter 556 of the FL State Statute (Underground Facility Damage Prevention and Safety Act). Prior to project construction, excavating contractor is responsible for securing locations of public utilities through Sunshine State One Call of Florida (Phone # 811).
- The performance of GHD's services is limited to full and unobstructed access to include but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures. Full cooperation from the on site personnel is necessary to perform a complete investigation.

COST ESTIMATE:

Vacuum Excavation *

- Perform vacuum excavation, expose target utilities for surveyors.

Hard Surface with Restoration	4 excavation min @ \$350/excavation	✓ \$1,400.00**
Additional Excavations (optional)	16 excavations @ \$350/ excavation	✓ \$5,600.00**

*There is a 4 hole minimum for vacuum excavation services. Soft surface excavation will be billed at \$250/ excavation.
**Hard Surface Excavation rate includes a 10" x 10" Cold Patch Asphalt or concrete restoration. If any additional restoration is required for the excavations, the client will be responsible for the additional restoration requirements.

The above cost is effective for 30 days from the date of this proposal. Costs are subject to change upon unforeseen conditions including, but is not limited to: restoration requirements, Maintenance-of-Traffic (MOT), Permits and/or any other requirements set forth by any governing agencies which may have jurisdiction over the project. Any changes will be negotiated accordingly. All service rates include a two man crew.

In no event shall payment to GHD be made later than 45 days from submission of its invoice, irrespective of Contractor's receipt of payment from Owner.

Page Four
Mr. Kevin M. Beck
June 2, 2014

Mr. Beck, thank you for allowing us to present this proposal. Should you have any questions please contact me at: 561-737-9800.

Sincerely,



Sean Halsey, South Florida Director
Ground Hound Detection Services, Inc.

Accepted by

Print Name of Signer

Title/Company

Date

Re: "Haverhill and Beeline, West Palm Beach"

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

Exhibit "D" – Page 1 of 4

Project Name: Haverhill Road from N. of Caribbean Boulevard to Bee Line Highw **Project Number:** 2013528
Prime Vendor: R.J. Behar & Company, Inc. **Resolution Number:**
Telephone: (561) 333-7000 **Resolution Date:**
Contact: Juan H. Vazquez, P.E. **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
R.J. Behar & Company, Inc. 12788 FOREST HILL BLVD, STE 200 WELLINGTON, FL 33414 (561) 333-7000	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	304,417.04	0.00	0.00	0.00
Alan Gerwig & Associates, Inc. 12798 W FOREST HILL BLVD, STE 2 WELLINGTON, FL 33414 (561) 792-9000	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	0.00	0.00	0.00	56,582.00
Scheda Ecological Associates, Inc. 5892 East Fowler Avenue Tampa, FL 33617 (813) 989-9600	MWBE	0.00	0.00	11,000.00	0.00	
	SBE	0.00	0.00	0.00	0.00	0.00
GCME, Inc. 6903 Vista Parkway North, Suite 8 WEST PALM BEACH, FL 33411 (561) 640-0085	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	0.00	0.00	35,040.00	0.00
R.J. Behar & Company, Inc. 12788 FOREST HILL BLVD, STE 200 WELLINGTON, FL 33414 (561) 333-7000	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	4,118.93	0.00	0.00	0.00
R.J. Behar & Company, Inc. 12788 FOREST HILL BLVD, STE 200 WELLINGTON, FL 33414 (561) 333-7000	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	23,902.27	0.00	0.00	0.00
Alan Gerwig & Associates, Inc. 12798 W FOREST HILL BLVD, STE 2 WELLINGTON, FL 33414 (561) 792-9000	MWBE	0.00	0.00	0.00	0.00	
	SBE	0.00	0.00	0.00	0.00	33,460.00
Scheda Ecological Associates, Inc. 5892 East Fowler Avenue Tampa, FL 33617 (813) 989-9600	MWBE	0.00	0.00	9,560.00	0.00	
	SBE	0.00	0.00	0.00	0.00	0.00

Palm Beach County
Engineering & Public Works Roadway Production

Exhibit "D" – Page 2 of 4

PARTICIPATION FOR MWBE/SBE CONSULTANTS
Contract

GCME, Inc.						
6903 Vista Parkway North, Suite 8	MWBE	0.00	0.00	0.00	0.00	
WEST PALM BEACH, FL 33411						
(561) 640-0085	SBE	0.00	0.00	0.00	8,025.00	0.00
Engenuity Group, Inc.						
1201 BELVEDERE RD	MWBE	0.00	0.00	0.00	0.00	
WEST PALM BEACH, FL 33405						
(561) 655-1151	SBE	0.00	0.00	0.00	0.00	85,048.00
Engenuity Group, Inc.						
1201 BELVEDERE RD	MWBE	0.00	0.00	0.00	0.00	
WEST PALM BEACH, FL 33405						
(561) 655-1151	SBE	0.00	0.00	0.00	0.00	3,631.00
Ground Hound Detection Services, Inc						
	MWBE	0.00	0.00	0.00	0.00	
561-737-9800	SBE	0.00	0.00	0.00	0.00	1,400.00
Ground Hound Detection Services, Inc						
	MWBE	0.00	0.00	0.00	0.00	
561-737-9800	SBE	0.00	0.00	0.00	0.00	5,600.00
Engenuity Group, Inc.						
1201 BELVEDERE RD	MWBE	0.00	0.00	0.00	0.00	
WEST PALM BEACH, FL 33405						
(561) 655-1151	SBE	0.00	0.00	0.00	0.00	950.00
Total Contract Authorizat						
\$582,734.24	Total MWBE	0.00	0.00	20,560.00	0.00	
	Percentage	0.00%	0.00%	3.53%	0.00%	
	Total SBE	0.00	332,438.24	0.00	43,065.00	186,671.00
	Percentage	0.00%	57.05%	0.00%	7.39%	32.03%

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Haverhill Road – N. of Caribbean Blvd. to Bee Line Hwy. PROJECT NO. OR BID NO.: 2013528
 NAME OF PRIME BIDDER: R.J. Behar & Company, Inc. ADDRESS: 12788 Forest Hill Blvd., Suite 2003B Wellington, FL 33414
 CONTACT PERSON: Sean O’Keefe, P.E. PHONE NO.: 561-333-7000 FAX NO.: 561-333-7001
 BID OPENING DATE: _____ USER DEPARTMENT: Engineering & Public Works Department

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. R.J. Behar & Company, Inc. 12788 Forest Hill Blvd., Suite 2003B Wellington, FL 33414 561-333-70001.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	_____	57.05%	_____	_____	_____
2. Alan Gerwig & Associates, Inc. 12798 Forest Hill Blvd. Wellington, FL 33414 561-792-9000	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	15.45%	_____
3. Engenuity, Inc. 1201 Belvedere Road West Palm Beach, FL 33405 561- 655-1151	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	15.38%	_____
4. GCME, Inc. 6903 Vista Parkway, N, Suite 8 West Palm Beach, FL 33411 561- 640-0085	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	7.39%
5. Ground Hound Detection Services, Inc. 2930 NW Commerce Park Drive, Suite 1 Boynton Beach, FL 334265. 561-737-9800	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	1.20%	_____
(Please use additional sheets if necessary)							
Total			_____	57.05%	_____	32.03%	7.39%

Total Bid Price \$ 582,734.24

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 562,174.24

Note:

- 1.The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and N/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

Revised 03/15/2011

F:\ROADWAY\CCNA\2013\2013528\Project\ComplianceSchedule1.docx

Exhibit "D" – Page 3 of 4

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: Haverhill Road – N. of Caribbean Blvd. to Bee Line Hwy. PROJECT NO. OR BID NO.: 2013528
NAME OF PRIME BIDDER: R.J. Behar & Company, Inc. ADDRESS: 12788 Forest Hill Blvd., Suite 2003B Wellington, FL 33414
CONTACT PERSON: Sean O’Keefe, P.E. PHONE NO.: 561-333-7000 FAX NO.: 561-333-7001
BID OPENING DATE: _____ USER DEPARTMENT: Engineering & Public Works Department

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Scheda Ecological Associates, Inc. 204 Dixie Boulevard Delray Beach, FL 33444 561- 865-7749	<input checked="" type="checkbox"/>	<input type="checkbox"/>	_____	_____	3.53%	_____	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
Total			_____	_____	3.53%	_____	_____

(Please use additional sheets if necessary)

Total Bid Price \$ 582,734.24 Total SBE-M/WBE Participation Dollar Amount or Percentage of Work \$20,560.00

- Note:
- 1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 - 2. Firms may be certified by Palm Beach County as an SBE and/or M/WBE. If firms are certified as both an SBE and N/WBE, please indicate the dollar amount or percentage under the appropriate category.
 - 3. M/WBE information is being collected for tracking purposes only.

Revised 03/15/2011



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2013

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: Cooper Smith PHONE (AC, No, Ext): (770) 552-4225 FAX (AC, No): (866) 550-4082 E-MAIL ADDRESS: jerry.noyola@greyling.com
INSURED R.J. Behar & Company, Inc. 6861 S.W. 196th Avenue Suite 302 Pembroke Pines FL 33332	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, LTD 11000 INSURER B: Travelers Casualty & Surety 19038 INSURER C: Continental Casualty Company 20443 INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 14-15 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 INSR	INSR WYD	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			20SBMAC0037	11/17/2013	11/17/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			20UBCNG0289	11/17/2013	11/17/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			20SBMAC0037	11/17/2013	11/17/2014	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-3864T21-4	1/1/2014	1/1/2015	<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
C	Professional Liability			AER 28 836 36 39	11/17/2013	11/17/2014	Per Claim \$2,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: For All Projects with Palm Beach County Full Prior Acts Coverage. The Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, Its Officers, Employees or 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. Retroactive Date: Full Retro.

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners c/o Engineering & Public Works 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>
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HAVERHILL ROAD DESIGN SCHEDULE

PALM BEACH COUNTY ROADWAY PRODUCTION Project No. 20130528

ID	Task Name	Duration	Start	Finish
1	Notice to Proceed	1 day	Mon 9/15/14	Mon 9/15/14
2	Topographic Survey	40 days	Tue 9/16/14	Mon 11/10/14
3	Geotechnical Exploration	35 days	Tue 11/11/14	Mon 12/29/14
4	Initial Design Meeting	1 day	Thu 9/25/14	Thu 9/25/14
5	Typical Section Submittal	30 days	Fri 9/26/14	Thu 11/6/14
6	County Review	30 days	Fri 11/7/14	Thu 12/18/14
7	Initial Utility Contact	7 days	Tue 11/11/14	Wed 11/19/14
8	35% Design	50 days	Tue 10/21/14	Mon 12/29/14
9	County Review	30 days	Tue 12/30/14	Mon 2/9/15
10	Permit Preapplication Mtg	1 day	Thu 2/19/15	Thu 2/19/15
11	65% Design	40 days	Tue 2/10/15	Mon 4/6/15
12	County Review	30 days	Tue 4/7/15	Mon 5/18/15
13	First Utility Coordination Mtg	1 day	Tue 5/19/15	Tue 5/19/15
14	Pot Hole Utilities	20 days	Wed 5/20/15	Tue 6/16/15
15	Utility Conflict Resolution Plans	15 days	Wed 6/17/15	Tue 7/7/15
16	Permitting (NPCID, SFWMD)	180 days	Tue 2/10/15	Mon 10/19/15
17	CSXT Design	90 days	Tue 2/24/15	Mon 6/29/15
18	FDOT Roadway Permit	90 days	Tue 2/24/15	Mon 6/29/15
19	96% Design	30 days	Tue 9/8/15	Mon 10/19/15
20	County Review	30 days	Tue 10/20/15	Mon 11/30/15
21	Design Consultant Utility Mtg	1 day	Tue 12/1/15	Tue 12/1/15
22	100% Design	25 days	Tue 12/1/15	Mon 1/4/16
23	County Review	30 days	Tue 1/5/16	Mon 2/15/16
24	Utility Pre-Advertising Mtg	1 day	Tue 2/16/16	Tue 2/16/16
25	Final Submission	20 days	Wed 2/17/16	Tue 3/15/16

Prepared by RJ Behar & Company
Date: June 24, 2014

Task	<div></div>	Milestone
Split	<div></div>	Summary
Progress	<div></div>	Project Summary

External Tasks 
External Milestone 
Deadline 

RJ BEHAR & COMPANY, INC.