

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: March 22, 2016

Consent Regular
Public Hearing

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a “Utility Design by FDOT Consultant Agreement” with the Florida Department of Transportation (FDOT) in the amount of \$58,077.17.

Summary: FDOT is proposing improvements to State Road 80 (Southern Boulevard) at Lyons Road/Sansbury’s Way. These improvements will necessitate the relocation of the existing 16" water main attached to the west side of the bridge located on Lyons Road over C-51 Canal, the existing 30" force main attached to the east side of the same bridge and the existing 4" force main located on the west side of Sansbury’s Way. In order to have the FDOT consultant design the relocation of the water and sewer mains and make the relocation part of the road improvement project, FDOT requires the Water Utilities Department (WUD) to enter into a “Utility Design by FDOT Consultant Agreement” to reimburse FDOT for the work in the amount of \$58,077.17. (WUD Project No.16-028) Districts 2 and 6 (MJ)

Background and Justification: WUD has reviewed the proposed scope of services submitted by Stanley Consultants, Inc., the FDOT Consultant along with the preliminary roadway plans for the proposed improvements to State Road 80 (Southern Boulevard) at Lyons Road/Sansbury’s Way and determined that the facilities will indeed be impacted and require relocation. Moreover, FDOT policy requires prepayment of the reimbursement amount of \$58,077.17, which WUD believes is necessary to conduct business with FDOT. Such prepayment is in compliance with Section 305.02 of the County Administrative Code.

Attachments:

1. Location Map
2. Four (4) Original Utility Design by FDOT Consultant Agreements

Recommended By: Jim Stiles Department Director 2-16-16 Date

Approved By: Sharon G. B. Assistant County Administrator 2-29-16 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	<u>\$58,077</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>\$58,077</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
# ADDITIONAL FTE POSITIONS (Cumulative)	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>

Budget Account No.: Fund 4011 Agency 721 Org. W007 Object 6543

Is Item Included in Current Budget? Yes X No

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

The contract will be funded from Water Utilities Department user fees.

C. Department Fiscal Review: Delva m vest

III. REVIEW COMMENTS

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

[Signature]
OFMB
2/16

[Signature] 2/23/16
Contract Development and Control

B. Legal Sufficiency:

[Signature] 2/24/16
Assistant County Attorney

C. Other Department Review:

Department Director



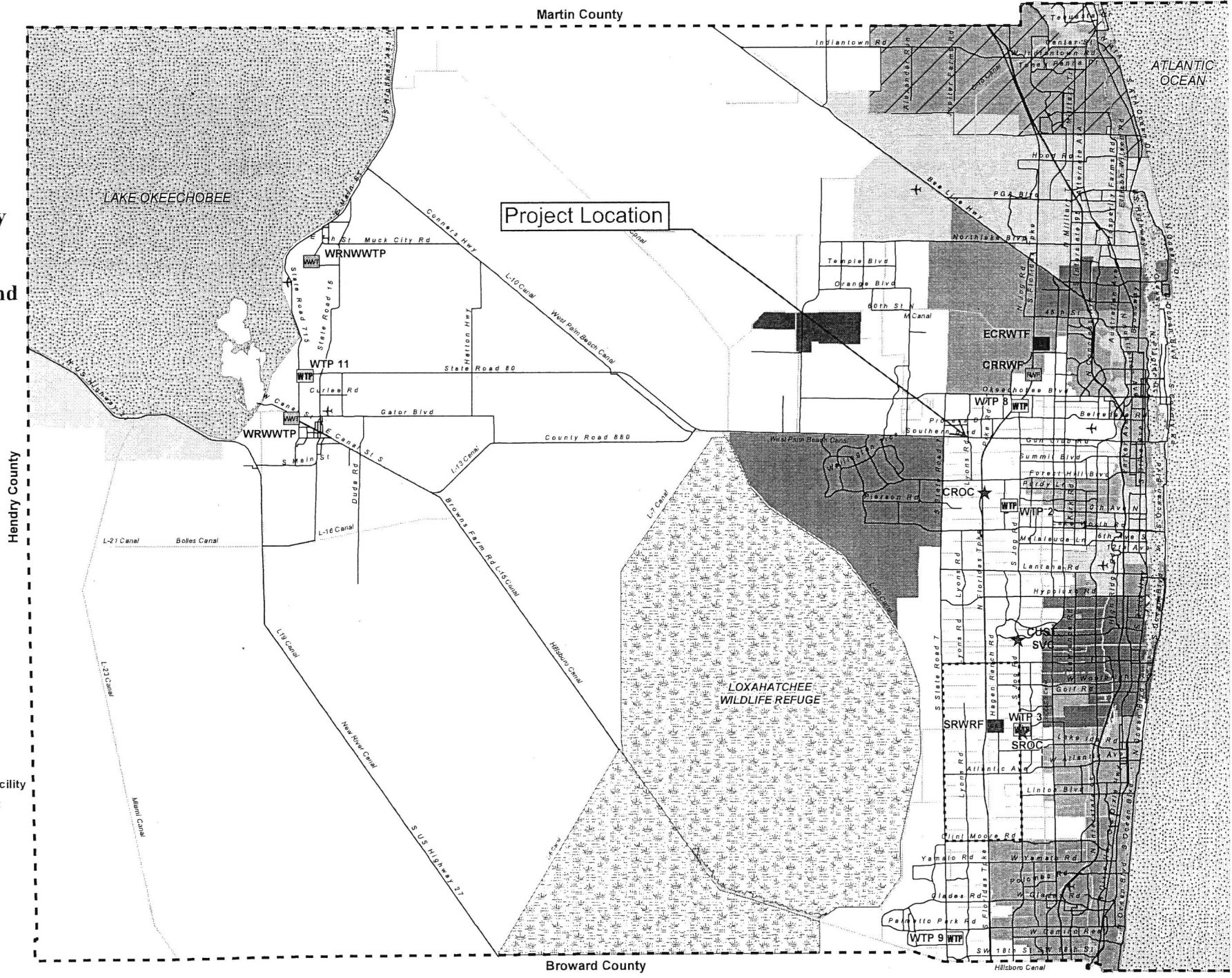
Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities

Attachment 1

- Legend**
- ★ Administration
 - WTP Water Treatment Plant
 - Reclamation Facility
 - Wastewater Reclamation Facility
 - Wastewater Treatment Plant
 - Mandatory Reclaimed SA
 - - - Palm Beach County Limits
 - P.B.C.W.U.D. Service Area



NOT TO SCALE



STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY DESIGN BY FDOT CONSULTANT AGREEMENT
(AT UTILITY EXPENSE)

Form No. 710-010-56
UTILITIES
11/14

Financial Project ID: 435158-1-36-01	Federal Project ID: 1002-063-P
County: Palm Beach	State Road No.: 80
District Document No:	
Utility Agency/Owner (UAO): Palm Beach County Water Utilities Department	

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "FDOT," and Palm Beach County Water Utilities Department, hereinafter referred to as the "UAO";

WITNESSETH:

WHEREAS, the FDOT, is constructing, reconstructing, or otherwise changing a portion of a public road or publicly owned rail corridor, said project being identified as Southern Blvd at Sansbury Way/Lyon Road, State Road No.: 80, hereinafter referred to as the "Project"; and

WHEREAS, the UAO owns or desires to install certain utility facilities which are located within the limits of the Project hereinafter referred to as the "Facilities" (said term shall be deemed to include utility facilities as the same may be relocated, adjusted, installed, or placed out of service pursuant to this Agreement); and

WHEREAS, the Project requires the location (vertically and/or horizontally), protection, relocation, installation, adjustment or removal of the Facilities, or some combination thereof, hereinafter referred to as "Utility Work"; and

WHEREAS, the DEPARTMENT and the UTILITY have determined that it would be to the best interest of the general public and to the economic advantage of both parties to enter into an agreement providing for the design of the Utility Work by the engineer designing the Project for the FDOT, hereinafter referred to as the "FDOT Consultant," which design of the Utility Work shall hereinafter be referred to as the "Utility Design"; and

WHEREAS, the UAO, pursuant to the terms and conditions hereof, will bear certain costs associated with the Utility Design;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the FDOT and the UAO hereby agree as follows:

1. Design of Utility Work

- a. FDOT Consultant shall prepare, at the UAO's sole cost and expense, final engineering design, plans, other necessary related design documents, and cost estimate for the Utility Work (hereinafter referred to as the "Plans Package") more specifically described in the FDOT's Supplemental Agreement # 1 to Consultant C9174 Design Services Contract.
- b. The Plans Package shall be in the same format as the FDOT's contract documents for the Project.
- c. The Plans Package shall include any and all activities and work effort required to perform the Utility Work, including but not limited to, all clearing and grubbing, survey work and shall include a traffic control plan.
- d. The Plans Package shall be prepared in compliance with the FDOT's Utility Accommodation Manual and the FDOT's Plans Preparation Manual in effect at the time the Plans Package is prepared, and the FDOT's contract documents for the Project. If the FDOT's Plans Preparation Manual is updated and conflicts with the FDOT's Utility Accommodation Manual, the Utility Accommodation Manual shall apply where such conflicts exist.
- e. The technical special provisions which are a part of the Plans Package shall be prepared in

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UTILITY DESIGN BY FDOT CONSULTANT AGREEMENT
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accordance with the **FDOT's** guidelines on preparation of technical special provisions.

- f. The **FDOT Consultant** shall provide a copy of the proposed Plans Package to the **UAO**, for review at the following stages: initial, constructability and biddability. The **UAO** shall review the Plans Package to see that it complies with the requirements of this Agreement.
- g. In the event the **UAO** finds any deficiencies in the Plans Package during the reviews performed pursuant to Subparagraph f. above, the **UAO** will notify the **FDOT** in writing of the deficiencies within the time specified in the plans review transmittal.
- h. The **UAO** shall furnish the **FDOT** such information from the **UAO** files as requested by the **FDOT**.
- i. The Facilities and the Utility Design will include all utility facilities of the **UAO** which are located within the limits of the Project, except as generally summarized as follows: _____. These exceptions shall be handled by separate arrangement.

2. Cost of Design

- a. The **UAO** shall be responsible for all costs of the Utility Design.
- b. The **UAO** agrees that it will, at least thirty (30) days prior to the **FDOT** issuing the Supplemental Agreement referred to in Paragraph 1 hereof, furnish the **FDOT** an advance deposit of \$58,077.17 for the payment of said Utility Design. It is understood that the **FDOT's Consultant** shall not begin any Utility Design until the **FDOT** has received the above payment and that if such payment is not received on or before 05/31/16 this Agreement shall be null and void. The **FDOT** shall utilize this deposit for the payment of Utility Design. Both parties further agree that in the event the final billing pursuant to the terms of Subparagraph 2. d. below is less than the advance deposit, a refund of any excess will be made by the **FDOT** to the **UAO**. No work in excess of the advance deposit shall be done. In the event that it is subsequently determined that work in addition to that described in the Supplemental Agreement described in Paragraph 1 hereof is necessary in order to properly complete the Utility Design, the **UAO** shall make an additional deposit in the amount necessary to issue a subsequent Supplemental Agreement to the **FDOT Consultant** for the additional work.
- c. The payment of funds under this Agreement will be made (choose one):
 - directly to the **FDOT** for deposit into the State Transportation Trust Fund.
 - as provided in the attached Three Party Escrow Agreement between the **UAO**, the **FDOT** and the State of Florida, Department of Financial Services, Division of Treasury. Deposits of less than \$100,000.00 must be pre-approved by the Department of Financial Services and the **FDOT** Comptroller's Office prior to execution of this agreement.
- d. Upon final payment to the **FDOT Consultant**, the **FDOT** intends to have its final and complete accounting of all costs incurred in connection with the Utility Design within three hundred sixty (360) days. All project cost records and accounts shall be subject to audit by a representative of the **UAO** for a period of three (3) years after final close out of the project. The **UAO** will be notified of the final cost. Both parties agree that in the event the final accounting of total project costs pursuant to the terms of this agreement is less than the total deposits to date, a refund of the excess will be made by the **FDOT** to the **UAO** in accordance with Section 215.422, Florida Statutes.

3. Default

- a. In the event the **UAO** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, the **FDOT** may exercise one or more of the following options, provided that at no time shall the **FDOT** be entitled to receive double recovery of damages:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY DESIGN BY FDOT CONSULTANT AGREEMENT
(AT UTILITY EXPENSE)

Form No. 710-010-56
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- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT**.
 - (2) Pursue a claim for damages suffered by the **FDOT**.
 - (3) Suspend the issuance of further permits to the **UAO** for the placement of Facilities on **FDOT** property if the breach is material and has not been cured within 60 days from written notice thereof from the **FDOT** until such time as the breach is cured.
 - (4) Pursue any other remedies legally available.
 - (5) Perform any work with its own forces or through contractors and seek repayment for the cost thereof under Section 337.403(3), Florida Statutes.
- b. In the event the **FDOT** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in the Agreement, the **UAO** may exercise one or more of the following options:
- (1) Terminate this Agreement if the breach is material and has not been cured within 60 days from written notice thereof from the **UAO**.
 - (2) Pursue any other remedies legally available.
- c. Termination of this Agreement shall not relieve either party from any obligations it has pursuant to other agreements between the parties or from any statutory obligations that either party may have with regard to the subject matter hereof.

4. Indemnification

FOR GOVERNMENT-OWNED UTILITIES,

To the extent provided by law, the **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement, whether direct or indirect, and whether to any person or property to which **FDOT** or said parties may be subject, except that neither the **UAO**, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the **FDOT** or any of its officers, agents, or employees during the performance of this Agreement.

When the **FDOT** receives a notice of claim for damages that may have been caused by the **UAO** in the performance of services required under this Agreement, the **FDOT** will immediately forward the claim to the **UAO**. The **UAO** and the **FDOT** will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the **FDOT** will determine whether to require the participation of the **UAO** in the defense of the claim or to require the **UAO** to defend the **FDOT** in such claim as described in this section. The **FDOT's** failure to notify the **UAO** of a claim shall not release the **UAO** from any of the requirements of this section. The **FDOT** and the **UAO** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one party participates in the defense of the claim at trial, that party is responsible for all costs.

FOR NON-GOVERNMENT-OWNED UTILITIES,

The **UAO** shall indemnify, defend, and hold harmless the **FDOT** and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any acts, action, error, neglect, or omission by the **UAO**, its agents, employees, or contractors during the performance of the Agreement,

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY DESIGN BY FDOT CONSULTANT AGREEMENT
(AT UTILITY EXPENSE)

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whether direct or indirect, and whether to any person or property to which FDOT or said parties may be subject, except that neither the UAO, its agents, employees, or contractors will be liable under this section for damages arising out of the injury or damage to persons or property directly caused by or resulting from the negligence of the FDOT or any of its officers, agents, or employees during the performance of this Agreement.

The UAO's obligation to indemnify, defend, and pay for the defense or at the FDOT's option, to participate and associate with the FDOT in the defense and trial of any damage claim or suit and any related settlement negotiations, shall arise within fourteen (14) days of receipt by the UAO of the FDOT's notice of claim for indemnification to the UAO. The notice of claim for indemnification shall be served by certified mail. The UAO's obligation to defend and indemnify within fourteen (14) days of such notice shall not be excused because of the UAO's inability to evaluate liability or because the UAO evaluates liability and determines the UAO is not liable or determines the FDOT is solely negligent. Only a final adjudication or judgment finding the FDOT solely negligent shall excuse performance of this provision by the UAO. The UAO shall pay all costs and fees related to this obligation and its enforcement by the FDOT. The FDOT's delay in notifying the UAO of a claim shall not release UAO of the above duty to defend.

5. Force Majeure

Neither the UAO nor the FDOT shall be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

6. Miscellaneous

- a. Time is of the essence in the performance of all obligations under this Agreement.
- b. The FDOT may unilaterally cancel this Agreement for refusal by the UAO to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the UAO in conjunction with this Agreement.
- c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, except that the parties understand and agree that the FDOT has manuals and written policies and procedures which maybe applicable at the time of the Project and the relocation of the Facilities.
- d. This Agreement shall be governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.
- e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, or express mail and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. The UAO shall have a continuing obligation to notify each District of the FDOT of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices shall be sent to the following addresses:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY DESIGN BY FDOT CONSULTANT AGREEMENT
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If to the UAO :
Jackie Michels, P.E. Plan Review Manager
8100 Forest Hill Blvd, West Palm Beach, FL33413
JMichels@pbcwater.com; 561-493-6116

If to the FDOT :
Tim Brock, P.E., District Utility Engineer
3400 West Commercial Blvd, Fort Lauderdale, FL33309
Tim.Brock@dot.state.fl.us; 954-777-4125

7. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **UAO** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled "Changes to Form Document" and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **UAO** hereby represents that no change has been made to the text of this document except through the terms of the appendix entitled "Changes to Form Document."

You **MUST** signify by selecting or checking which of the following applies:

- No changes have been made to this Form Document and no Appendix entitled "Changes to Form Document" is attached.
- No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

UTILITY: Palm Beach County Water Utilities Department

BY: **(Signature)** _____

DATE: _____

(Typed Name: _____)

(Typed Title: _____)

Recommend Approval by the District Utility Office

BY: **(Signature)** _____

DATE: _____

FDOT Legal review

BY: **(Signature)** _____

DATE: _____

District Counsel

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY DESIGN BY FDOT CONSULTANT AGREEMENT
(AT UTILITY EXPENSE)

Form No. 710-010-56
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____

DATE: _____

(Typed Name: Stacy L. Miller, P.E.)

(Typed Title: Director of Transportation Development)

FEDERAL HIGHWAY ADMINISTRATION (if applicable)

BY: _____

DATE: _____

(Typed Name:)

(Typed Title:)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
UTILITY WORK BY HIGHWAY CONTRACTOR AGREEMENT

PALM BEACH COUNTY
A POLITICAL SUBDIVISION OF THE
STATE OF FLORIDA
BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA

Signed: _____

Typed Name: Mary Lou Berger, Mayor

ATTEST:
Sharon R. Bock, Clerk & Comptroller

(Deputy Clerk)

APPROVED AS TO TERMS AND
CONDITIONS

By: Jim Stiles
Director of Water Utilities

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

(County Attorney)

“Changes to Form Document”

The following attachments are hereby added to agreement:

ATTACHMENTS

1. Appendix A of Assurances – Required Contract Provisions for Federal Aid Contracts
 2. Scope of Services for Supplemental Amendment 1 to C9I74
-

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
REQUIRED CONTRACT PROVISIONS FOR FEDERAL AID CONTRACTS
COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
ENGINEERING CONTRACTS
 (Appendix A of Assurances)

Financial Project ID: 435158-1-36-01	Federal Project ID: 1002-063-P
County: Palm Beach	State Road No.: 80
District Document No:	
Utility Agency/Owner (UAO): Palm Beach County Water Utilities Department	

During the performance of this contract, the **ENGINEERING CONTRACTOR**, for itself, its assignees and successors in interest (hereinafter referred to as the "**ENGINEER**"), agrees as follows:

(1) **Compliance with Regulations:** The **ENGINEER** will comply with the Regulations of the **DEPARTMENT OF TRANSPORTATION** relative to nondiscrimination in Federally-assisted programs of the **DEPARTMENT OF TRANSPORTATION** (hereinafter referred to as the **DEPARTMENT**) (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this contract.

(2) **Nondiscrimination:** The **ENGINEER**, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color or national origin in the selection and retention of subcontractors, including procurement of materials or leases of equipment. The **ENGINEER** will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix A & B of the Regulations.

(3) **Solicitations:** In all solicitations either by competitive bidding or negotiation made by the **ENGINEER** for work to be performed under a subcontract, including procurement of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the **ENGINEER** of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color or national origin.

(4) **Information and Reports:** The **ENGINEER** will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the **DEPARTMENT** or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the **ENGINEER** is in the exclusive possession of another who fails or refuses to furnish this information, the **ENGINEER** shall so certify to the **DEPARTMENT** or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance:** In the event of the **ENGINEER's** noncompliance with the nondiscrimination provisions of paragraphs (1) through (4), the **DEPARTMENT** shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- (a) withholding of payments to the **ENGINEER** under the contract until the **ENGINEER** complies; and/or
- (b) cancellation, termination or suspension of the contract, in whole or in part.

(6) **Incorporation of Provisions:** The **ENGINEER** will include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, order or instructions issued pursuant thereto. The **ENGINEER** will take such action with respect to any subcontract, procurement or lease as the **DEPARTMENT** or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the **ENGINEER** becomes involved in, or is threatened with, litigation with a subcontractor, supplier or lessor as a result of such direction, the **ENGINEER** may request the State to enter into such litigation to protect the interests of the State, and, in addition, the **ENGINEER** may request the United States to enter into such litigation to protect the interests of the United States.



December 9, 2015

Water Utilities Department
Contract Management

P. O. Box 16097

West Palm Beach, FL 33416-6097

(561) 493-6000

Fax: (561) 493-6074

www.pbewater.com

Donovan Pessoa, PE
Consulting Management Project Manager
Florida Department of Transportation
3400 W Commercial Boulevard
Fort Lauderdale, FL 33309

**RE: State Road 80 (Southern Boulevard) at Lyons Road/
Sansbury's Way – Intersection Improvements
Water Main and Force Main Relocation
FDOT Financial Project ID 435158-1-52-01
ACCEPTANCE OF DESIGN PROPOSAL**

Palm Beach County
Board of County
Commissioners

Shelley Vana, Mayor

Mary Lou Berger,
Vice Mayor

Hal R. Valche

Paulette Burdick

Steven L. Abrams

Melissa McKinlay

Priscilla A. Taylor

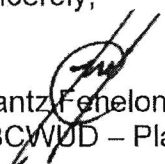
Dear Mr. Pessoa:

Stanley Consultants submitted, to Palm Beach County Water Utilities Department (PBCWUD), the attached design proposal dated December 9, 2015 for the relocation of the existing 16" water main attached to the west side of the bridge located on Lyons Rd over C-51 Canal, the existing 30" force main attached to the east side of the same bridge and the existing 4" force main located on the west side of Sansbury's Way and all the appurtenances thereof, which will be impacted by the proposed roadway improvements at the subject intersection. PBCWUD has reviewed the afore-mentioned proposal containing both design and post design services totaling \$58,077.17 and accepts its provisions.

Please prepare a "Utility Design by FDOT Consultant Agreement" for the approval of the Board of County Commissioners.

Should you have any questions or need additional information, please do not at all hesitate to contact this office at (561) 493-6123.

Sincerely,


Frantz Fehelon, PE, HI
PBCWUD – Plan Review Section

cc: Jackie Michels, PE, Plan Review Manager
File

"An Equal Opportunity
Affirmative Action Employer"



Stanley Consultants INC.

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

100
Years
ENGINEERING A BETTER WORLD

December 03, 2015

Frantz Fenelon, P.E.
Palm Beach County Water Utilities Department
8100 Forest Hill Boulevard
West Palm Beach, FL 3416

Dear Mr. Fenelon:

Subject: State Road 80 at Lyons Road/Sansbury's Way
FDOT Project FPID No. 435158-1
Watermain and Forcemain Utility Relocations

Please find enclosed a Scope and Fee to relocate the existing watermain and forcemain utilities in conjunction with the Florida Department of Transportation Project No. 435158-1. Also the preliminary Initial Plans for the project are included as reference.

You can contact me at 561-584-8739 with any questions you may have.

Sincerely,

Stanley Consultants, Inc.

Renaud Olivier, P.E.
Senior Engineer

Enclosure(s): Scope and Fee

cc: Project file: 25760
Amin Ahmed, P.E.
Donovan Pessoa, P.E.

**Amendment 1 – UWHC for Palm Beach County Water Utilities Department WM and FM Utilities
FDOT Project (FM 435158-1) SR 80/Lyons Road/Sansbury's Way Intersection Improvements**

PROJECT LIMITS AND DESCRIPTION

This project involves intersection improvements at SR 80 and Lyons Road/Sansbury's Way. The improvements include widening Lyons Road and Sansbury's Way as well as the existing Lyons Road Bridge over the C-51 Canal to facilitate the proposed intersection improvements.

This scope amendment includes efforts to relocate the existing Palm Beach County Water Utilities Department (PBCWUD) utilities located within the project limits to facilitate the proposed intersection improvements. The relocation of the PBCWUD utilities will include the 16" Watermain and 30" Forcemain that crosses over the SFWMD C-51 Canal attached to the bridge and other locations where the proposed roadway improvements require the PBCWUD utilities to be relocated. The utility relocation tasks included with this scope amendment are as follows:

DESIGN SERVICES

- Design relocation of the 16" watermain between approximate Station 27+60 and Station 30+00 attached to the west side of the Lyons Road Bridge over the C-51 Canal.
- Design relocation of the 30" forcemain between approximate Station 27+60 and Station 30+00 attached to the east side of the Lyons Road Bridge over the C-51 Canal.
- Design relocation of the 4" forcemain at Station 42+10 LT, 43+60 LT and 46+30 LT due to facilitate roadway and drainage improvements.
- Design relocation of the 30" forcemain or design of a special conflict structure at Station 26+55 RT to accommodate proposed drainage facilities.
- Prepare and submit a FDEP Permit for the Watermain. This task includes review and response to FDEP requests for additional information. The anticipated Permit Fee is \$650.00.
- Prepare and submit a FDEP Permit for the Forcemain. This task includes review and response to FDEP requests for additional information. The anticipated Permit Fee is \$250.00.
- Prepare and submit a SFWMD Permit Modification for the Watermain. This task includes review and response to SFWMD requests for additional information. The anticipated Permit Fee is \$300.00.
- Prepare and submit a SFWMD Permit Modification for the Forcemain. This task includes review and response to SFWMD requests for additional information. The anticipated Permit Fee is \$300.00.
- Develop Utility Work By Highway Contractor (UWHC) plans that includes the following:
 - Key Sheet (1 sheet)
 - General Notes with pay item footnotes (3 sheets)
 - Tabulation of Quantities (2 sheets)
 - Water and Sewer Plan Sheet (6 sheets)
 - Water and Sewer Profile Sheet (6 sheets)
 - Water and Sewer Details (4 sheets)

**Amendment 1 – UWHC for Palm Beach County Water Utilities Department WM and FM Utilities
FDOT Project (FM 435158-1) SR 80/Lyons Road/Sansbury's Way Intersection Improvements**

This scope amendment includes coordination with PBCWUD and FDOT D4 Utilities as needed and assumes three submittals with Electronic Review Comments (ERC) comment and responses management with PBCWUD and FDOT.

POST DESIGN SERVICES

- Includes certification of construction complete for clearance to place the Watermain and the Forcemain into operation. Includes reviewing record drawings and test results plus two on-site visits for each utility to observe construction and facilitate the certification process per FDEP requirements.
- Includes development of a construction cost estimate for the UWHC agreement.
- Includes review of two Requests for Additional Information and two Shop Drawings.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR80/Lyons Road Intersection Improvements - UWHC WM and FM relocation at bridge over C-51 Canal
 County: Palm Beach
 FPN: 435158-1-52-01
 FAP No.: 1/0/1900

Consultant Name: Stanley Consultants, Inc.
 Consultant No.:
 Date: 12/9/2015
 Estimator: Renaud Olivier

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Senior Engineer	Senior Utility Coordinator	Engineering Intern	CADD Technician	Secretary Clerical	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH	Salary	Average
														By Activity	Cost By Activity	Rate Per Task
3. Project General and Project Common Tasks	6	6	0	0	0	0	0	0	0	0	0	0	0	6	\$333	\$55.43
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	440	9	48	194	44	114	31	0	0	0	0	0	0	440	\$18,308	\$41.61
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	446	15	48	194	44	114	31	0	0	0	0	0	0	446		
Total Staff Cost		\$831.45	\$2,552.16	\$9,224.70	\$1,506.12	\$3,617.22	\$909.23	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$18,640.88	\$41.80

Check = \$18,640.88

Survey Field Days by Subconsultant
 4 - Person Crew:

SALARY RELATED COSTS:			
OVERHEAD:	167.68%		\$18,640.88
OPERATING MARGIN:	33.00%		\$31,257.03
FCCM (Facilities Capital Cost Money):	0.149%		\$6,151.49
EXPENSES:(Permit Fees,malling/copying,miles)	10.72910%		\$27.77
	4-man crew		\$2,000.00
Survey (Field - If by Prime)	0	days @	\$ / day
SUBTOTAL ESTIMATED FEE:			\$0.00
Subconsultant: Sub 1			\$58,077.17
SUBTOTAL ESTIMATED FEE:			\$0.00
Geotechnical Field and Lab Testing			\$58,077.17
SUBTOTAL ESTIMATED FEE:			\$0.00
Optional Services			\$58,077.17
GRAND TOTAL ESTIMATED FEE:			\$0.00
			\$58,077.17

Notes:

- This sheet to be used by Prime Consultant to calculate the Grand Total fee.
- Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

Project Activity 3: General Tasks

Estimator:

SR80/Lyons Road Intersection Improvements - UWHC WM and FM relocation at bridge over C-51 Canal
435158-1-52-01

Representing	Print Name	Signature / Date
FDOT District		
Stanley Consultants, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					
3.1.1	Community Awareness Plan	LS	1	0	0	
3.1.2	Notifications	LS	1	0	0	
3.1.3	Prepare Mailing Lists	LS	1	0	0	
3.1.4	Median Modification Letters	LS	1	0	0	
3.1.5	Driveway Modification Letters	LS	1	0	0	
3.1.6	Newsletters	LS	1	0	0	
3.1.7	Renderings and Fly Throughs	LS	1	0	0	
3.1.8	PowerPoint Presentation	LS	1	0	0	
3.1.9	Public Meeting Preparations	LS	1	0	0	
3.1.10	Public Meeting Attendance/Followup	LS	1	0	0	
3.1.11	Other Agency Meetings	LS	1	0	0	
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	6	6	See listing below
3.7	Plans Update	LS	1	0	0	

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Other Project General Tasks	LS	1	0	0	
3. Project Common and Project General Tasks Total					6	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	1	3	3	1 meetings PBCWUD
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LIDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	1	3	3	1 field review
Total Project Manager Meetings		2		6	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

Project Activity 7: Utilities

Estimator:

SR80/Lyons Road Intersection Improvements - UWHC WM and FM relocation at bridge over C-51 Canal
435158-1-52-01

Representing	Print Name	Signature / Date
FDOT District 4		
Stanley Consultants, Inc.		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Utility Kickoff Meeting	LS	1	0	0	Meeting is listed below
7.2	Identify Existing Utility Agency Owners (UAO(s))	LS	1	0	0	
7.3	Make Utility Contacts	LS	1	0	0	
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	8	8	Meeting is listed below. Includes attendance in the pre-construction meeting.
7.6	Individual/Field Meetings	LS	1	8	8	Meetings are listed below
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	0	0	
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	0	0	Meeting is listed below
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	0	0	
7.11	Utility Coordination/Followup	LS	1	0	0	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services (Permits)	LS	4	22	88	This task is for the preparation and processing of 2 FDEP permits and 2 SFWMD R/W Occupancy Permits. It includes coordination with the agencies and responding to RFIs for each permit. Permit fees are included in the Expenses. FDEP General Permit for Construction of PWS Components: 24 hrs FDEP General Permit for Domestic Wastewater Collection/Transmission Systems 24 hrs SFWMD R/W Occupancy Permit for WM: 20 hrs SFWMD R/W Occupancy Permit fo FM: 20 hrs
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	

Project Activity 7: Utilities

7.16	Post Design Services	LS	2	32	64	Certification of Construction Complete Forms WM (review asbuilts and test results, 2 field visits x 2hr): 20 hrs Certification of Construction Complete Forms FM (review asbuilts and test results, 2 field visits x 2hr): 20 hrs Prepare construction cost estimate for UWHC: 12 hrs Review two RFIs and two shop drawing: 12 hrs
7.17	Other Utilities (Utility Relocation Design and Plans)	LS	1	272	272	This task is for the design relocation of the PBC WM and FM to facilitate the intersection improvement project and bridge widening. It includes 3 submittals coinciding with Roadway Plans and ERC coordination/response to UWHC comments. WM Analysis/ Relocation Design: 60 hrs FM Analysis/ Relocation Design: 80 hrs ERC comment/response effort: 24 hrs UWHC Plans: 108 hours Key Sheet (1 sht): 2 hours General Notes with pay item footnotes (3 shts): 12 hours Tabulation of Quantities (2 shts): 16 hours Water and Sewer Plan Sheet (6 sht): 30 hours Water and Sewer Profile Sheet (6 sht): 30 hours Water and Sewer Details (6 sheets): 18 hours
7. Utilities Total					440	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Kickoff (see 7.1)	EA	0	0	0		
Preliminary Meeting (see 7.5)	EA	1	8	8	1 meeting with PBC Utilities 2 people x 4hrs for prep, attend, travel, doc notes.	
Individual UAO Meetings (see 7.6)	EA	0	0	0		0
Field Meetings (see 7.6)	EA	2	4	8	no	0
Design Meeting (see 7.9)	EA	0	0	0		0
Other Meetings (this is automatically added into Utilities Total (cell F27))	EA	0	0	0		0
Total Meetings				16	Total Project Manager Meetings (carries to Tab 3)	0

Carries to Tab 3