Agenda Item #: 3-C-8

#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS <u>AGENDA ITEM SUMMARY</u>

Meeting Date:	September 27, 2016	[X] [ ]	Consent Workshop	[]	Regular Public Hearing	
Department:						
Submitted By:	Engineering & Public We	orks				
Submitted For:	<b>Roadway Production Div</b>	vision		-		

#### I. EXECUTIVE BRIEF

#### Motion and Title: Staff recommends motion to:

- A) receive and file an interlocal agreement with the Village of Palm Springs (Village) for joint participation and project funding in design of the Sherwood Forest Boulevard Bridge over Lake Worth Drainage District L-8 Canal (Sherwood Forest project);
- B) receive and file an interlocal agreement with the Village for joint participation and project funding in the design of Purdy Lane from Forest Hill Elementary School to east of Major Drive (Purdy Lane project);
- C) approve a budget amendment of \$21,112 in the Transportation Improvement Fund to recognize reimbursement funding from the Village and appropriate it to the Sherwood Forest project; and
- D) approve a budget amendment of \$17,103 in the Road Impact Fee Zone 2 Fund to recognize reimbursement funding from the Village and appropriate it to the Purdy Lane project.

**SUMMARY:** In accordance with Countywide PPM CW-O-051 "Delegated Authority for Execution of County Contracts and Agreements", these agreements are being submitted as a receive and file agenda item for the Clerk's Office to note and receive. They were approved by the Deputy County Engineer as a delegated authority in accordance with Palm Beach County Administrative Code Section 404.00. Approval of the budget amendments will recognize funding from the Village for the utility design to be incorporated into Palm Beach County's (County) design of the Sherwood Forest project and the Purdy Lane project. Both agreements provide for reimbursement of utility design costs to the County, with the Village providing a \$21,112 reimbursement for the Sherwood Forest project and a \$17,103 reimbursement for the Purdy Lane project. The total design contract amounts to date, including utility design costs, are \$100,983.12 for the Sherwood Forest project and \$229,055.84 for the Purdy Lane project.

#### District 2 (MRE)

**Background and Justification:** Palm Beach County Administrative Code Section 404.00 authorizes the County Administrator or designee to execute utility agreements. On October 23, 2013 the County Administrator delegated this authority to the County Engineer, the Deputy County Engineer, and the Assistant County Engineer.

#### Attachments:

- 1. Location Map
- 2. Utility Agreement for Sherwood Forest Blvd. Project
- 3. Utility Agreement for Purdy Lane Project
- 4. Budget Amendment Sherwood Forest Blvd. Project
- 5. Budget Amendment Purdy Lane Project

Recommended by:	S. J. Will Department Director	9/14/16 Date
Approved By:	Assistant County Administrator	

Assistant County Administrator

Date

#### II. FISCAL IMPACT ANALYSIS

#### A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	2016 <u>\$ 38,215</u> <u>-0-</u> ( <u>\$ 38,215</u> ) <u>-0-</u> <u>-0-</u> <u>\$ 0</u>	2017 -0- -0- -0- -0- -0- -0- -0-	2018     	2019 -0- -0- -0- -0- -0- -0-	2020 <u>-0-</u> <u>-0-</u> <u>-0-</u> <u>-0-</u> <u>-0-</u> <u>-0-</u>	
Is Item Included in	Current Bud	dget?	Yes	No >	Σ	

Budget Account No: Fund 3502 Dept 361 Unit 1396 Object 8101/6994 \$ 17,103.00 Fund 3500 Dept 361 Unit 1516 Object 8101/6994 \$ 21,112.00

Recommended Sources of Funds/Summary of Fiscal Impact: Road Impact Fee Zone 2 Fund Purdy Lane/Forest Hill Elementary Transportation Improvement Fund Sherwood Forest Blvd over the LWDD L-8 Canal

iovalamen C. Departmental Fiscal Review:

III. <u>REVIEW COMMENTS</u>

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

914/10 OFMB 9 a/13

B. Approved as to Form and Legal Sufficiency:

/21/16 Assistant County Attorney

C. Other Department Review:

**Department Director** 

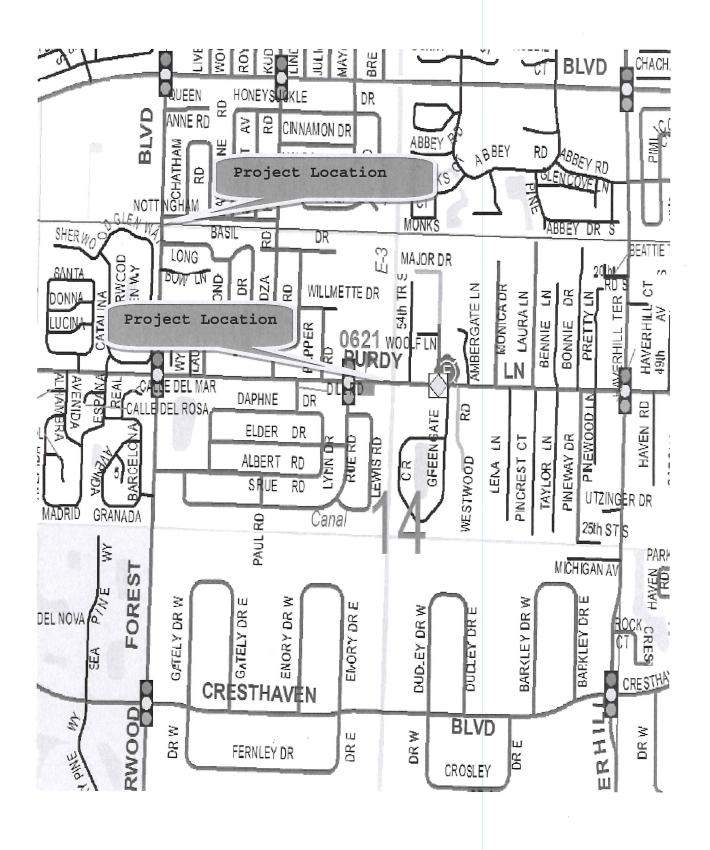
This summary is not to be used as a basis for payment.

F:\COMMON\WP\AGENDAPAGE2\AGNPGTWO2016\00.INTERLOCAL AGREEMENTS VILLAGE PALM SPRINGS.DOC

9/16 and Control

Attachment 1

#### **PROJECTS LOCATION**



Sherwood Forest Blvd. Bridge over LWDD L-8 Canal and Purdy Lane from Forest Hill Elementary School to East of Major Dr.

#### LOCATION MAP

## INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA AND VILLAGE OF PALM SPRINGS FOR JOINT PARTICIPATION AND PROJECT FUNDING FOR DESIGN OF UTILITY ADJUSTMENTS FOR SHERWOOD FOREST BLVD. BRIDGE OVER LWDD L-8 CANAL ROADWAY AND DRAINAGE IMPROVEMENTS PALM BEACH COUNTY PROJECT NO. 2014300

**THIS Interlocal Agreement**, (hereinafter "Agreement"), is made as of the  $1^{5+}$  day of 2014, 2016, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the Village of Palm Springs, a municipal corporation existing under the laws of Florida, (hereinafter "VILLAGE"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

**WHEREAS,** Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS,** Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the VILLAGE intends to relocate its water main, and other improvements within the project limits (hereinafter "Utility Adjustments").

WHEREAS, the COUNTY intends to replace the bridge over the LWDD L-8 Canal (hereinafter "Project"); and

**WHEREAS**, the VILLAGE has requested that the County design the Utility Adjustments at the VILLAGE'S cost as part of the project design; and

**WHEREAS**, both COUNTY and VILLAGE declare that it is in the public interest that the design of the Utility Adjustments be prepared by the County's Consultant, Wantman Group, Inc. (hereinafter "Consultant"); and

**NOW, THEREFORE,** in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

#### Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

#### Section 2. <u>COUNTY Responsibilities:</u>

A. Consultant has prepared plans for the Project and will prepare the plans for the Utility Adjustments (collectively, the "Improvements") as more specifically described in the Estimate of Work Effort and Cost (Exhibit "A") for Palm Beach County Project No. 2014300. Said Documents include the design plans.

B. COUNTY shall obtain written approval from the VILLAGE in advance of any supplemental services, which increase the cost attributable to the design of the Utility Adjustments to an amount greater than the cost as stated in Section 3A below. Approval shall not be unreasonably withheld.

C. COUNTY shall secure all necessary easements and permits required for the Improvements.

Section 3. VILLAGE Responsibilities:

A. VILLAGE shall reimburse COUNTY a total estimated cost of **<u>Twenty One Thousand</u> <u>One Hundred Twelve Dollars (\$21,112.00)</u>**, for all work addressed in Exhibit "A". Any cost exceeding this amount attributable to Utility Adjustments shall be paid by the VILLAGE.

B. Costs shall be based upon actual invoiced cost submitted by Consultant, with concurrence by the VILLAGE.

Section 4. <u>Payments/Invoicing and Reimbursement:</u>

The COUNTY will invoice the VILLAGE on a periodic basis during design of the Utility Adjustments. The VILLAGE agrees to provide to COUNTY reimbursement funding for documented costs in the amount established in Section 3.A. Upon COUNTY'S submission of acceptable documents needed to substantiate their costs for the design of the Utility Adjustments, VILLAGE will use its best efforts to provide said funds to COUNTY on a reimbursement basis within thirty (30) days of receipt of all required documents. COUNTY shall submit all invoices to the VILLAGE identifying the design of the Utility Adjustments, including COUNTY'S total expenditure for the design of the Utility Adjustments under Exhibit "A". COUNTY shall supply any further documents deemed necessary to the VILLAGE within seven (7) calendar days of request by the VILLAGE. Invoices received from COUNTY will be reviewed and approved by the VILLAGE to insure that expenditures have been made in conformity with this Agreement. Invoices will normally be paid within thirty (30) days following approval.

The Improvements will be administered by the COUNTY. Only those costs incurred by the COUNTY relating to the Utility Adjustments are eligible for reimbursement by the VILLAGE pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the Project for any reason, the VILLAGE will reimburse the COUNTY for the Utility Adjustments completed as of the date the COUNTY uses to suspend the Project. Any remaining unpaid portion of this Agreement shall be retained by the VILLAGE and the VILLAGE shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

#### Section 5. Access and Audits:

COUNTY and VILLAGE shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Improvements, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The COUNTY and VILLAGE shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Improvements. In the event any work is subcontracted by COUNTY, COUNTY shall similarly require each Contractor and subcontractor to maintain and allow access to such records for audit purposes.

## Section 6. Independent Contractor:

COUNTY and the VILLAGE are and shall be, in the performance of all work, services and activities under this Agreement, Independent Contractors and not employees, agents or servants of the other party. All COUNTY employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to COUNTY'S sole direction, supervision, and control. All VILLAGE employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to VILLAGE'S sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties \_ relationship and the relationship of its employees to the other party shall be that of an Independent Contractor and not as employees or agents of the other.

Neither COUNTY nor the VILLAGE have the power or authority to bind the other in any promise, agreement or representation.

#### Section 7. Personnel:

COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

All of the services required hereinunder shall be performed by COUNTY or its Consultant, and 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.

## Section 8. Indemnification:

The VILLAGE and COUNTY recognize their liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the VILLAGE and COUNTY shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of the their own negligence in connection with the Improvements and the use of the funds provided under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an Agreement by the VILLAGE or COUNTY to indemnify each other for sole negligence, or willful or intentional acts of the other. The foregoing indemnification shall survive termination of this Agreement.

No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the COUNTY and/or VILLAGE.

## Section 9. Annual Appropriation:

All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the COUNTY or the VILLAGE are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the Agreement, this Agreement may be terminated. However, once the design of the Utility Adjustments have been awarded to the Consultant, it shall be prosecuted to completion and this Agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement for the reason that sufficient funds are not available.

## Section 10. Breach and Opportunity to Cure:

The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.

#### Section 11. Enforcement Costs:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

#### Section 12 Notice:

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

All notice to the VILLAGE shall be sent to:

John Rouse, Public Service Director Village of Palm Springs 226 Cypress Lane Palm Springs, FI 33461

All notice to the COUNTY shall be sent to:

Omelio A. Fernandez, P.E., Director Palm Beach County Engineering & Public Works Roadway Production Division P.O. Box 21229 West Palm Beach, FL 33416-1229

## Section 13. Modification and Amendment:

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

#### Section 14. <u>Remedies:</u>

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall 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.

#### Section 15. No Waiver:

Any waiver by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

## Section 16. Joint Preparation:

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

## Section 17. Equal Opportunity:

COUNTY and VILLAGE agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. COUNTY will ensure that all contracts let for the Improvements pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

#### Section 18. Execution:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### Section 19. Filing:

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

## Section 20. Termination:

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party, except as otherwise addressed in this Agreement. However, once the design of the Utility Adjustments has commenced, it shall be prosecuted to completion and this Agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement.

## Section 21. Compliance with Codes and Laws:

COUNTY and VILLAGE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. COUNTY and VILLAGE further agrees to include this provision in all subcontracts issued as a result of this Agreement.

## Section 22. 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 contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors

## VILLAGE OF PALM SPRINGS DESIGN AGREEMENT

and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

## Section 23. Public Entity Crime Certification:

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, COUNTY shall have its consultant certify that their affiliates, suppliers and sub 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

#### Section 24. Severability:

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

## Section 25. Entirety of Agreement:

COUNTY and VILLAGE agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein.

## Section 26. Survival:

The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this Agreement or the completion of the Improvements, shall survive such termination or completion of the Improvements and inure to the benefit of the Parties.

#### Section 27 Term:

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

VILLAGE OF PALM SPRINGS

BY:

Kichard Reade, Village Manager

ATTEST:

ATTEST:

BY:

(alji 6/15/16 (DATE) BY: Juse

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Susan M. Caljean, CMC

VILLAGE CLERK

BY:

Village Attorney

APPROVED AS TO TERMS AND CONDITIONS:

PALM BEACH COUNTY, FLORIDA

Tanya N. McConnell, P.E., Deputy County Engineer

BY:

 $\leq \mathbf{R}$ Omelio A. Fernandez, P.E., Director Roadway Production Division

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY:

ssistant County Attorney

F:\ROADWAY\UTILITY COORDINATION\2014300\_Sherwood Forest Bridge over L-8 Canal\Design Agreement.doc



March 8, 2016 Revised May 10, 2016

Palm Beach County Engineering & Public Works **Project Manager** 2300 N. Jog Road West Palm Beach, Florida 33411

ATTN: Ms. Kristine Frazell-Smith, P.E.

#### Sherwood Forest Boulevard Aerial Utility Crossing over the LWDD L-8 Canal, PBC # RE: 2014300, Supplement # 2

Dear Ms. Frazell-Smith,

Wantman Group, Inc. (WGI) is pleased to provide this proposal to the Palm Beach County Engineering Department (CLIENT) for professional services on the above referenced project. Our scope of services

## PROJECT UNDERSTANDING

This proposal is based on review of the "Proposed Bridge Widening for: Sherwood Forest over LWDD L-8 Canal" prepared by Bridge Design Associates, Inc. and dated 2/26/16 as well as the roadway drawings for the same project prepared by WGI and dated 2/26/16. The proposed scope of work is to design an aerial crossing for the 8-inch DIP water main located on the east side to accommodate the proposed bridge widening. The proposal is with the understanding the Palm Beach County and the Village of Palm Springs will enter a joint project agreement to share the costs of design and permitting of the water main relocation. It is anticipated that the design will utilize concrete pedestals affixed to the existing pile caps to support the aerial utility crossing of the L-8 canal. The scope of professional services included in this proposal and listed below are; utility engineering design development, construction documents, structural design, permitting and bid support services, and construction phase services.

## SCOPE OF SERVICES

#### Water Main: Utility Engineering Design Development (initial) and Construction Documents I. (final) \$ 6,472

- 1. Design of approximately 60 lf of 8-inch DIP watermain relocation including an aerial crossing over the LWDD L-8 Canal. It is assumed that the aerial crossing will be supported by concrete pedestals affixed to the existing pile caps. The existing 8-inch DIP watermain is currently attached to the pile caps on the east side of the existing bridge.
- 2. Preparation of water main design plans, profiles including details.
- 3. Specifications are to be included on the drawing sheets.
- Design phase includes an initial and a final review submittal. 5. Preparation of a construction cost estimate.
- 6. Plan reviews will be conducted by Palm Beach County and the Village of Palm Springs.

#### П. Structural Engineering

\$ 1,576

2035 Vista Parkway, West Palm Deach, FL 33451 t: 561.687.2220 f: 561.687.1110

www.wantmangroup com

- 1. Design two concrete support pedestals affixed to the existing pile caps on the north and south side of the L-8 Canal to support the 8-inch diameter ductile iron pipe aerial crossing.
- The design will include pedestal design and pipe cradles. 2.
- 3. Specifications are to be included on the drawing sheets.

#### Ш. **SUE Services**

\$ 1,370

\$ 3,328

- 1. Provide up to two (2) test hole locations to locate existing 8-inch DIP watermain located on the east side of Sherwood Forest Boulevard. Vertical and horizontal survey data is included.
- 2. MOT is not anticipated in Sherwood Forest Boulevard for data collection or construction activities. If it is determined that MOT is required, WGI will provide in accordance with the most recent hourly rate schedule in effect at the time of service.

#### IV. Permitting

WGI will prepare and submit permit applications along with the required associated design documents for the proposed improvements. All permit fees will be paid by the CLIENT. We anticipate submitting applications and documents to the following agencies:

#### Permitting

- 1. Lake Worth Drainage District Aerial Crossing
- Village of Palm Springs Coordination Water 2.
- 3. Palm Beach County Health Department (PBCHD) Water Distribution.
- Construction Phase Services (Optional, services to be provided upon authorization) \$ 5,466 V.

WGI will provide the following construction phase observation and certification services for the project site:

- 1. Attend up to one (1) preconstruction meeting with attendees including CLIENT, Contractor and permitting agencies.
- 2. Review shop drawing submittals from the Contractor. Scope of work includes a maximum of two (2) reviews of each shop drawing submittal.
- 3. Perform periodic field observations of construction for the work included in the civil engineering plans to ensure work is completed in substantial accordance with the approved and permitted plans and specifications. Observations will include pressure test, pigging and flushing.
- 4. Periodic field observations of construction will also include the pile logs during pile installation, casting of the pile caps, and casting of the pipe cradles and attachments.
- 5. Respond to Contractor's Request for Additional Information (RAI).
- 6. Coordinate and submit record drawings prepared by the Contractor's Professional Surveyor
- registered in the State of Florida to various permitting agencies for approval.
- 7. Attend pre-final and final field reviews with regulatory agencies and contractor. Submit construction certification packages.
- Total construction phase estimated budget is based on sixteen (16) hours of site visits.

## **Optional Services / Reimbursables:**

1. Printing Fees

VI.

2. Permit Fees: Lake Worth Drainage District - Aerial Crossing



\$ 2,900

**PBC Engineering** March 8, 2016 Page 3 of 3

. . . . .

# Palm Beach County Health Department (PBCHD) Water Distribution

## **BASIS OF THIS PROPOSAL**

This proposal is based on the following:

- 1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, environmental assessments, geotechnical reports and survey (with CAD file).
- 2. Engineering specifications and details will be included in the construction plans.
- 3. It is anticipated that the improvements can be accommodated within the existing Sherwood Forest Blvd. and LWDD L-8 canal rights-of-ways and that no additional easements or property acquisition will be required.
- 4. It is anticipated that there will be no environmental resource permitting for this scope of work.
- Additional submittals and coordination with permitting agencies not due to WGI's work will 5. be invoiced on an hourly basis in accordance with WGI's latest hourly rate schedule in effect at the time of service.
- 6. Coordination and design of proposed electrical, telephone, television and gas utilities shall be completed by others. WGI will exchange drawings with these utilities for coordination purposes, if required.
- 7. Subsurface Utility Engineering (SUE), utility designations and pot-holing services will be provided if needed, and a separate proposal will be submitted once the scope is determined.
- 8. The project will be and designed and permitted under one phase.
- 9. Construction phase shall not exceed nine months.
- 10. Site visits for construction administration are based on a budget of sixteen (16) hours. Optional additional time for site visits will be invoiced on an hourly basis.
- 11. Services not included: Geotechnical, Survey, Landscape Architecture, Architectural, Irrigation, Lighting, Title Search, Traffic and Environmental.

Respectfully submitted,

WANTMAN GROUP, INC.

Brian Rheault, P.E. Structures Project Principal



· <u> </u>				EXH	<b>IIBIT A</b>						
Sh	erwood Forest Utility Ac	erial Crossing									
By:	Bretl Oldford, PE										3/8/20
			\$ 185.00	\$ 92.00	\$ 80.0	0 \$ 93.00	5 1	00	Revised	1 6	/10/16
									-	_	· · · · · ·
			-		Ę		· · · ,				
,					, in the second s		1. J. 1. J.				
		• •		ана арала Спорта	5	5 <b>5</b> 5		• •			
•			2	<b>.</b>	Ě	5	i e s				
2.4			Ě		<b>a</b> .	Ę				·, -	۰,
			5	2	1	4		( <i>1</i> 0			
	TAPLE DEPENDING	•		Ę	÷.	8	Vervin	1	<b>F</b>		TOTAL
Wile	TASK DESCRIPTION Design Development (Initial) & CDs (F	-	<u> </u>		<u> </u>	5	Sci		EX.	1	2
1	WM Design for 60 If relocation	-inal)									
2	Des. Development Plan and Profile Pre	eparation	1	4 8		6				\$	
3	Specifications (to be included on drawi	nas)	ī	6		4				2	1,8
4	Initial Submittal and 1 Review Meeting		2	6		Ö				ې \$	1,1
5 6	Plan development and submittel of Fina Construction Cost Estimate	al Construction Docs	1	2		6				5	9
•		SUBTOTAL HOURS		4	_			-		\$	5
		SOBTOTAL HOURS	8	30	0	24	0			\$	6,4
		SUBTOTAL FEE	\$ 1,480	\$ 2,760	<b>s</b> -	\$ 2,232		_			
	ctural Engineering							-		\$	6,4
1 2	Pedestal Design Drawings Specification		1	2		8				\$	1,11
* opecification	•	SUBTOTAL HOURS	1	1		2				- \$	4
		SUBTUTAL HOURS	2	3	0	10	0			\$	1,57
_		SUBTOTAL FEE	\$ 370	\$ 276	š .	\$ 930	\$				
I. SU						• 000	_	-		\$	1,57
1 2	Test Holes Survey		1				700			\$	88
-	•	SUBTOTAL HOURS	1			710001 00 0 1 1 1 mm	300			\$	48
		SUBTUTAL HOURS	2	0	0	0	1000			\$	1,37
		SUBTOTAL FEE	\$ 370	\$ -	<b>\$</b> -	s -	\$ 1,00	0		\$	1,37
	nitting / Bidding							<u> </u>			1,57
1 2	LWDD Village of Palm Springs - Coordination		1	4		4				\$	92
3	Palm Beach County HD		<u> </u>	4		4				\$	92
4	Bid Support & RFI Response		1	4		4				\$	92
		SUBTOTAL HOURS	4	16	0	12	Û			ş	55
						12	U			ş	3,32
		SUBTOTAL FEE	\$ 740	\$ 1,472	\$ -	\$ 1,116	\$	-		\$	3,32
Con	struction Phase Services										
1	Pre-Construction Meeting & Follow up			4	2						
2	Shop Drawing Review	-		8	2					\$	52
3	Site Visits - Civil	-		2	14					₽ \$	73 1,30
4 5	Site Visits - Structural Respond to RAI	_								\$	
6	As-built coordination		,	6	2					\$	73
7	Substantial & Final inspections		1	8	2					\$	52
8	Certifications	_		6	-					\$	1,08 55
	5	SUBTOTAL HOURS	2	38	20	Q	0			ŝ	5,46
			s 270			•					
Rein	bursable		\$ 370	ə <b>3,49</b> 6	\$ 1,600	\$ -	\$ .			\$	5,48
1	Printing Fees							1	\$ 850	\$	0.54
_	Permit Fees - LWDD							1	\$ 1,800		850 1,800
2								1	\$ 250		
_	Permit Fees - PBCHD Water							•	÷ 2,00	\$	20
2	Permit Fees - PBCHD Water								Ψ 200	ð	25
2 3	Permit Fees - PBCHD Water								÷ 250		
2 3	Permit Fees - PBCHD Water		T			·			÷ 250	\$	2,900

e de la companya de la

#### INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA AND VILLAGE OF PALM SPRINGS FOR JOINT PARTICIPATION AND PROJECT FUNDING FOR DESIGN OF UTILITY ADJUSTMENTS FOR PURDY LANE FROM FOREST HILL ELEM. SCHOOL TO E. OF MAJOR DRIVE ROADWAY AND DRAINAGE IMPROVEMENTS PALM BEACH COUNTY PROJECT NO. 2013523

**THIS Interlocal Agreement**, (hereinafter "Agreement"), is made as of the  $1^{s+.}$  day of 3u | y ...., 2016, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the Village of Palm Springs, a municipal corporation existing under the laws of Florida, (hereinafter "VILLAGE"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

**WHEREAS,** Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS,** Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the VILLAGE intends to relocate its water main, force main and other improvements within the project limits (hereinafter "Utility Adjustments").

**WHEREAS**, the COUNTY intends to improve the roadway and drainage on Purdy Ln. from Forest Hill Elem. School to E. of Major Dr. (hereinafter "Project"); and

**WHEREAS**, the VILLAGE has requested that the County design the Utility Adjustments at the VILLAGE'S cost as part of the project design; and

**WHEREAS**, both COUNTY and VILLAGE declare that it is in the public interest that the design of the Utility Adjustments be prepared by the County's Consultant, Wantman Group, Inc. (hereinafter "Consultant"); and

**NOW, THEREFORE,** in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

#### Section 1. <u>Recitals</u>.

The above recitals are true and correct and are incorporated herein.

#### Section 2. <u>COUNTY Responsibilities:</u>

A. Consultant has prepared plans for the Project and will prepare the plans for the Utility Adjustments (collectively, the "Improvements") as more specifically described in the Estimate of Work Effort and Cost (Exhibit "A") for Palm Beach County Project No. 2013523. Said Documents include the design plans.

B. COUNTY shall obtain written approval from the VILLAGE in advance of any supplemental services, which increase the cost attributable to the design of the Utility Adjustments to an amount greater than the cost as stated in Section 3A below. Approval shall not be unreasonably withheld.

C. COUNTY shall secure all necessary easements and permits required for the Improvements.

#### Section 3. <u>VILLAGE Responsibilities:</u>

A. VILLAGE shall reimburse COUNTY a total estimated cost of **Seventeen Thousand One Hundred Two Dollars and Fifty Cents (\$17,102.50)**, for all work addressed in Exhibit "A". Any cost exceeding this amount attributable to Utility Adjustments shall be paid by the VILLAGE.

B. Costs shall be based upon actual invoiced cost submitted by Consultant, with concurrence by the VILLAGE.

#### Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will invoice the VILLAGE on a periodic basis during design of the Utility Adjustments. The VILLAGE agrees to provide to COUNTY reimbursement funding for documented costs in the amount established in Section 3.A. Upon COUNTY'S submission of acceptable documents needed to substantiate their costs for the design of the Utility Adjustments, VILLAGE will use its best efforts to provide said funds to COUNTY on a reimbursement basis within thirty (30) days of receipt of all required documents. COUNTY shall submit all invoices to the VILLAGE identifying the design of the Utility Adjustments, including COUNTY'S total expenditure for the design of the Utility Adjustments under Exhibit "A". COUNTY shall supply any further documentation such as copies of paid receipts, canceled checks, invoices and other documents deemed necessary to the VILLAGE within seven (7) calendar days of request by the VILLAGE. Invoices received from COUNTY will be reviewed and approved by the VILLAGE to insure that expenditures have been made in conformity with this Agreement. Invoices will normally be paid within thirty (30) days following approval.

The Improvements will be administered by the COUNTY. Only those costs incurred by the COUNTY relating to the Utility Adjustments are eligible for reimbursement by the VILLAGE pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the Project for any reason, the VILLAGE will reimburse the COUNTY for the Utility Adjustments completed as of the date the COUNTY uses to suspend the Project. Any remaining unpaid portion of this Agreement shall be retained by the VILLAGE and the VILLAGE shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

#### Section 5. Access and Audits:

COUNTY and VILLAGE shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Improvements, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The COUNTY and VILLAGE shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Improvements. In the event any work is subcontracted by COUNTY, COUNTY shall similarly require each Contractor and subcontractor to maintain and allow access to such records for audit purposes.

## Section 6. Independent Contractor:

COUNTY and the VILLAGE are and shall be, in the performance of all work, services and activities under this Agreement, Independent Contractors and not employees, agents or servants of the other party. All COUNTY employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to COUNTY'S sole direction, supervision, and control. All VILLAGE employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to VILLAGE'S sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties \_ relationship and the relationship of its employees to the other party shall be that of an Independent Contractor and not as employees or agents of the other.

Neither COUNTY nor the VILLAGE have the power or authority to bind the other in any promise, agreement or representation.

#### Section 7. Personnel:

COUNTY represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

All of the services required hereinunder shall be performed by COUNTY or its Consultant, and 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.

#### Section 8. Indemnification:

The VILLAGE and COUNTY recognize their liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the VILLAGE and COUNTY shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of the their own negligence in connection with the Improvements and the use of the funds provided under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an Agreement by the VILLAGE or COUNTY to indemnify each other for sole negligence, or willful or intentional acts of the other. The foregoing indemnification shall survive termination of this Agreement.

No provision of this Agreement 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 Agreement, including but not limited to any citizen or employees of the COUNTY and/or VILLAGE.

#### Section 9. <u>Annual Appropriation:</u>

All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the COUNTY or the VILLAGE are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the Agreement, this Agreement may be terminated. However, once the design of the Utility Adjustments have been awarded to the Consultant, it shall be prosecuted to completion and this Agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement for the reason that sufficient funds are not available.

#### Section 10. Breach and Opportunity to Cure:

The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.

#### Section 11. Enforcement Costs:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.



#### Section 12 Notice:

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

All notice to the VILLAGE shall be sent to:

John Rouse, Public Service Director Village of Palm Springs 226 Cypress Lane Palm Springs, Fl 33461

All notice to the COUNTY shall be sent to:

Omelio A. Fernandez, P.E., Director Palm Beach County Engineering & Public Works Roadway Production Division P.O. Box 21229 West Palm Beach, FL 33416-1229

Section 13. Modification and Amendment:

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

#### Section 14. <u>Remedies:</u>

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall 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.

Section 15. No Waiver:

Any waiver by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

#### Section 16. Joint Preparation:

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

#### Section 17. Equal Opportunity:

COUNTY and VILLAGE agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. COUNTY will ensure that all contracts let for the Improvements pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

#### Section 18. Execution:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### Section 19. Filing:

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

#### Section 20. Termination:

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party, except as otherwise addressed in this Agreement. However, once the design of the Utility Adjustments has commenced, it shall be prosecuted to completion and this Agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement.

#### Section 21. Compliance with Codes and Laws:

COUNTY and VILLAGE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. COUNTY and VILLAGE further agrees to include this provision in all subcontracts issued as a result of this Agreement.

#### Section 22. 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 contractor, its officers, agents, employees, and lobbyists in order to

#### VILLAGE OF PALM SPRINGS DESIGN AGREEMENT

ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

#### Section 23. Public Entity Crime Certification:

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, COUNTY shall have its consultant certify that their affiliates, suppliers and sub 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

#### Section 24. <u>Severability</u>:

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

#### Section 25. Entirety of Agreement:

COUNTY and VILLAGE agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein.

#### Section 26. Survival:

The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this Agreement or the completion of the Improvements, shall survive such termination or completion of the Improvements and inure to the benefit of the Parties.

#### Section 27 Term:

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

VILLAGE OF PALM SPRINGS

BY:

Richard Reade, Village Manager

ATTEST:

ATTEST:

Susan M. Caljean, CMC VILLAGE CLERK

alien 6/15 BΥ

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: Village Attorney

smell 71416 BY:

PALM BEACH COUNTY, FLORIDA

Tanya N. McConnell, P.E., **Deputy County Engineer** 

APPROVED AS TO TERMS AND CONDITIONS:

Omelio A. Fernandez, P.E., Director **Roadway Production Division** 

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

С вү: \_\_\_

Assistant County Attorney

F:\ROADWAY\UTILITY COORDINATION\2013523\_Purdy Ln Bridge\Design Agreement.doc

# WGI...

May 20, 2016

Mr. Erik Ferguson, P.E. Palm Beach County Engineering & Public Works Project Manager 2300 N. Jog Road West Palm Beach, Florida 33411

ATTN: Mr. Erik Ferguson, P.E.

# RE: Purdy Lane Aerial Utility Crossings over the LWDD E-3 Canal, PBC # 2013523, Supplement # 3

Dear Mr. Ferguson,

Wantman Group, Inc. (WGI) is pleased to provide this proposal to the Palm Beach County Engineering Department (CLIENT) for professional services on the above referenced project. Our scope of services and corresponding fees are detailed below.

#### PROJECT UNDERSTANDING

This proposal is based on review of the "Proposed Concrete Bridge Replacement for: Purdy Lane over LWDD E-3 Canal" prepared by Bridge Design Associates, Inc. and dated 8/17/15 as well as the undated "Purdy Lane" roadway drawings prepared by Arcadis US, Inc. The proposed scope of work is to design aerial crossings for the 12-inch DIP water main and the 12-inch DIP sanitary sewer force main to accommodate the proposed bridge location. The proposal is with the understanding the Palm Beach County and the Village of Palm Springs will enter a joint agreement to share costs of design and permitting of the water and force main relocations. It is anticipated that the design will utilize the same set of support piles to cross the E-3 canal. The scope of professional services included in this proposal and listed below are; geotechnical investigation, utility engineering design development, construction documents, structural design, permitting and bid support services, and construction phase services.

#### SCOPE OF SERVICES

## I. Water Main: Utility Engineering Design Development (Initial) and Construction Documents (Final) \$ 7,845

- 1. Design of approximately 120 If of 12-inch DIP watermain relocation to a shared aerial crossing over the LWDD E-3 Canal. The existing 12-inch DIP watermain is currently attached to the south side of the existing bridge.
- 2. Preparation of water and sanitary sewer transmission design plans, profiles including details.
- 3. Specifications are to be included on the drawing sheets.
- 4. Design phase includes an initial and final review submittal.
- 5. Preparation of final water transmission design plans, profiles including details and a cost estimate.

2035 Visia Fackway, West Pain Hoach, FL 53411 🕇 561.687 2220 🕇 561.687.1110

www.wantmangroup.com

#### II. Force Main: Utility Engineering Design Development (Initial) and Construction Documents (Final) \$ 7.843

- 1. Design of approximately 120 If of 12-inch DIP sanitary sewer force main relocation to a shared aerial crossing over the LWDD E-3 Canal. The existing 12-inch DIP force main currently utilizes an aerial crossing to traverse the canal, however a proposed aerial crossing is required to accommodate the south extension of the bridge.
- 2. Preparation of water and sanitary sewer transmission design plans, profiles including details.
- 3. Specifications are to be included on the drawing sheets.
- 4. Design phase includes an initial and final review submittal.
- 5. Preparation of final sanitary sewer transmission design plans, profiles including details and a cost estimateA.

#### **III.** Structural Engineering

- 1. Design an aerial crossing over the E-3 Canal to accommodate two 12" diameter pipes.
- 2. The design will include pile design, pile cap design and pipe cradles.
- 3. Specifications are to be included on the drawing sheets.
- 4. Construction Cost Estimate (for water, force main and aerial crossing)

#### IV. Permitting Services

WGI will prepare and submit permit applications along with the required associated design documents for the proposed improvements. All permit fees will be reimbursed by the Client. We anticipate submitting applications and documents to the following agencies:

#### Permitting

- 1. Lake Worth Drainage District Aerial Crossing
- 2. Village of Palm Springs Coordination Water and Sanitary Sewer
- 3. Palm Beach County Health Department (PBCHD) Water Distribution and Wastewater Collection Permits.
- 4. Response to Permit agencies request for information (RFIs)

#### V. Construction Phase Services (Optional, services to be provided upon authorization) \$ 6,356 WGI will provide the following construction phase observation and certification services for the project site:

- 1. Attend up to one (1) preconstruction meeting with Client, Contractor and permitting agencies.
- 2. Review shop drawing submittals from the Contractor. Scope of work includes a maximum of two (2) reviews of each shop drawing submittal.
- 3. Perform periodic field observations of construction for the work included in the civil engineering plans to ensure work is completed in substantial accordance with the approved and permitted plans and specifications. Observations will include pressure test, pigging and flushing.
- 4. Periodic field observations of construction will also include the pile logs during pile installation, casting of the pile caps, and casting of the pipe cradles and attachments.
- 5. Respond to Contractor's Request for Additional Information (RAI).
- 6. Coordinate and submit record drawings prepared by the Contractor's Professional Surveyor registered in the State of Florida to various permitting agencies for approval.



\$ 4,255

\$ 5,606

PBC Engineering May 20, 2016 Page 3 of 3

•

- 7. Attend pre-final and final field reviews with regulatory agencies and contractor.
- 8. Submit construction certification packages.
- 9. Total construction phase estimated budget is based on thirty two (32) hours of site visits.

#### VI. Optional Services / Reimbursables:

1. Permit Fees: Lake Worth Drainage District – Aerial Crossing Palm Beach County Health Department (PBCHD) Water Distribution and Wastewater Collection Permits.

Respectfully submitted,

WANTMAN GROUP, INC.

Brian LaMotte. PE Vice President

BCR:kedS:\2013-Jobs\13-574 Purdy Lane Bridge\01 Admin\Proposals\Purdy Lane Utility Aerial Crossings rev with BDA 2016-05-20.docx



\$2,300

			EXH	<b>IBIT A</b>					
Pur	dy Lane Utility Aerial Crossing				1				
By:	Brett Oldford, PE			+			rev	0	/20/201
		\$ 195.00	\$ 92.00	\$ 80.00	\$ 93.00				
				neerintern					
		ef Englinee	lor Engine	DuenEng	D Technic		Sec.		FOTAL
	TASK DESCRIPTION	Ī	5	5	CADD		S.	14	2
. WM   1	Design Development (Initial) & CDs (Final) WM Design for 120 if relocation								
2	Des. Development Plan and Profile Preparation	1 2	8		6 24			\$	1,489 3,358
3	Specifications (to be included on drawings)	ĩ	6		4			s S	1,119
4	Initial Submittal and 1 Review Meeting	2	6		0			ŝ	942
Ð	Plan development and submittal of Final Construction Docs	1	2		6			\$	937
	SUBTOTAL HOURS	7	30	0	40			\$	7,845
	SUBTOTAL FEE	\$ 1,365	\$ 2,760	<del>s</del> -	\$ 3,720	5	-	\$	7,845
1	M Design Development (Initial) & CDs (Final) SS FM Design for 120 If relocation	1	. 8		6			\$	1,489
2	Des. Development Plen and Profile Preparation	2	12		24			ŝ	3,726
3	Specifications (to be included on drawings)	1	4		2			\$	749
4 5	Initial Submittal and 1 Review Meeting Plan development and submittal of Final Construction Docs	2	4		2			\$	944
-	SUBTOTAL HOURS		32	0	38			*	935 7,843
	SUBTOTAL FEE			-	\$ 3,534	s	-	- <b>s</b>	7,843
	al Crossing Structural Design								
-1-2	Pile Design and Detaits Cap Design and Detailing	2	8		8	<u> </u>		\$	1,870
3	Construction Cost Estimate (WM, FM & Aerial Supports)	1	0	4	8			5	1,870 515
								•	0.0
	SUBTOTAL HOURS	5	16	4	16			\$	4,255
	SUBTOTAL FEE	\$ 975	\$ 1,472	\$ 320	\$ 1,488	5	-	\$	4,255
	nitting			_					
1 2	LWDD Palm Beach County HD	2	12		8			\$	2,238
3	RFI Response to Permit Agencies	2	8 8		6 6			- 5- e	1,684 1,684
								•	1,004
	SUBTOTAL HOURS	6	28	0	20			\$	5,606
<b>6</b>	SUBTOTAL FEE	\$ 1,170	\$ 2,576	\$ -	\$ 1,860	\$	-	\$	5,606
	Pre-Construction Meeting & Follow up		4	2				\$	528
2	Shop Drawing Review		8	-				ŝ	736
3	Site Visits - Civil Site Visits - Structural		2	20				\$	1,784
5	Respond to RAI	2	6					\$	-
6	As-built coordination	-	4	2				s S	942 528
7	Substantial & Final inspections	2	8	2				\$	1,286
¢	Certifications		6					\$	552
	SUBTOTAL HOURS	4	38	26	0			8	6,356
						1		1Ť.	-
Rein	Bursable	\$ 780	\$ 3,496	\$ 2,080	\$ -	\$		\$	6,356
1	Permit Fees - LWDD					1 \$	1,800	\$	1,800
2	Permit Fees - PBCHD Water					1 \$	250	š	250
3	Permit Fees - PBCHD Sewer					1 \$	250	\$	250
<u> </u>								\$	-
								\$	2,300
							OTAL	\$	34,205

\*The water main relocation is at Village of Palm Springs cost since it is attached to the existing bridge. The force main relocation is at the County's cost since it crosses the LWDD E-3 Canal on an independent crossing. It was therefore agreed to split the design cost 50/50 (\$17,102.50).

Attachment of

Page <u>1</u> of <u>1</u>

#### BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET<u>Amendment</u>

FUND Transportation Improvement Fund

BGRV 071816/506 BGEX 071816/1667

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/18/2016	REMAINING BALANCE
REVENUES Sherwood Forest Blvd ov 3500-361-1516-6994 Munic		0	0	21,112	0	21,112		
TOTAL RECEIPTS & BAL	ANCES	200,631,795	197,362,130	21,112	0	197,383,242		
EXPENDITURES Sherwood Forest Blvd ov 3500-361-1516-8101 Contr TOTAL APPROPRIATION	ibutions Othr Govtl Agency	<u>0</u> 200,631,795	0 197,362,130	<u> </u>	<u>0</u> 0	21,112 197,383,242	0	21,112

**Engineering & Public Works** 

2016-

**Administration / Budget Approval** 

**OFMB Department – Posted** 

SIGNATURE Unekovalaenen

DATE

By Board of County Commissioners At Meeting of \_\_\_\_\_

Deputy Clerk to the **Board of County Commissioners** 

Attachment 5

#### Page <u>1</u> of <u>1</u>

#### BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET <u>Amendment</u>

FUND Road Impact Fee Zone 2

#### BGRV 071816/505 BGEX 071816/1658

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/18/2016	REMAINING BALANCE
REVENUES Purdy Lane / Forest Hill E 3502-361-1396-6994 Munic		0	0	17,103	0	17,103		
TOTAL RECEIPTS & BAL	ANCES	39,362,231	40,784,241	17,103	0	40,801,344		
EXPENDITURES Purdy Lane / Forest Hill E 3502-361-1396-8101 Contr TOTAL APPROPRIATIONS	ibutions Othr Govtl Agency	0 39,362,231	0 40,784,241	<u> </u>	<u>0</u> 0	<u> </u>	0	17,103

Engineering & Public Works

Alughovalainen

DATE 18  $||\varphi|$ 

By Board of County Commissioners At Meeting of \_\_\_\_\_

Administration / Budget Approval

**OFMB Department – Posted** 

Deputy Clerk to the Board of County Commissioners

2016-\_\_\_\_\_