

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date:	July 8, 2025	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Department:	Engineering and Public Works Department				
Submitted By:	Engineering and Public Works Department				
Submitted For:	Roadway Production Division				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a contract with Hardesty & Hanover, LLC (H&H) in the amount of \$735,317.21 for the Linton Boulevard Bascule Bridge (Project).

SUMMARY: Approval of this contract will provide the professional engineering services necessary for preparing the design plans and construction bid documents for the structural, mechanical, and electrical repairs to the Linton Boulevard Bascule Bridge. On December 11, 2024, the Consultant's Competitive Negotiations Act Selection Committee selected H&H and, in accordance with PPM No. CW-O-048, the Board of County Commissioners (BCC) was notified of the selection on December 12, 2024. **This Project is included in the Five-Year Road Program. Districts 4 & 7 (YBH)**



Background and Justification: The County is now contracting with H&H to provide professional services necessary for the Project. The fee, as detailed in **Exhibit B** of the attached contract, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$728,082.67	(Analysis and Plans for Structural, Lighting, Electrical, Mechanical, Signing & Marking, Environmental, and Permits)
Reimbursable Services (Not to Exceed)	\$ 7,234.54	(Coating Condition Assessment)
Total:	\$735,317.21	

After reviewing the attached contract and finding it in proper order, the Engineering and Public Works Department recommends BCC approval.

Attachments:

1. Location Map
2. Contract with Exhibits A, B, C, D, E, F and Ebix Insurance Compliance (2)

Recommended by:  YBH/TEL VBF	County Engineer	4-JUNE 25 Date
Approved By: 	Deputy County Administrator	6/24/25 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2025	2026	2027	2028	2029
Capital Expenditures	\$878,318	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$878,318	-0-	-0-	-0-	-0-
# ADDITIONAL FTE					
POSITIONS (Cumulative)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget?

Yes ☒ No ☐

Is this item using Federal Funds?

Yes ☐ No ☒

Is this item using State Funds?

Yes ☐ No ☒

Budget Account No:

Fund 3900 **Dept** 361 **Unit** 1910 **Object** 6505

Recommended Sources of Funds/Summary of Fiscal Impact:

Capital Outlay/Linton Blvd. Bascule Bridge Replace and Upgrade Railings

Brief Description:

New project contract #2020600

Basic Services	\$728,082.67
Reimbursable	\$ 7,234.54
Optional Services	\$ 0.00
Contingency	\$ 0.00
Total	\$735,317.21

Estimated Staff Costs

Roadway Production	\$ 71,000.00
Roadway Production: Right-of-Way	\$ 18,000.00
Survey	\$ 18,000.00
Traffic	\$ 36,000.00
Total Staff Costs	\$143,000.00

Fiscal Impact	\$878,317.21
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C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

ASB 6/6/25
OFMB 6/6/25
MD 6/6 MD 6/18

Comments: *reviewed again 6/18/25*
Brink Mack 6/10/25
 Contract Dev. and Control *26 6/10/25*

**B. Approved as to Form
and Legal Sufficiency:**

Assistant County Attorney 6/23/20

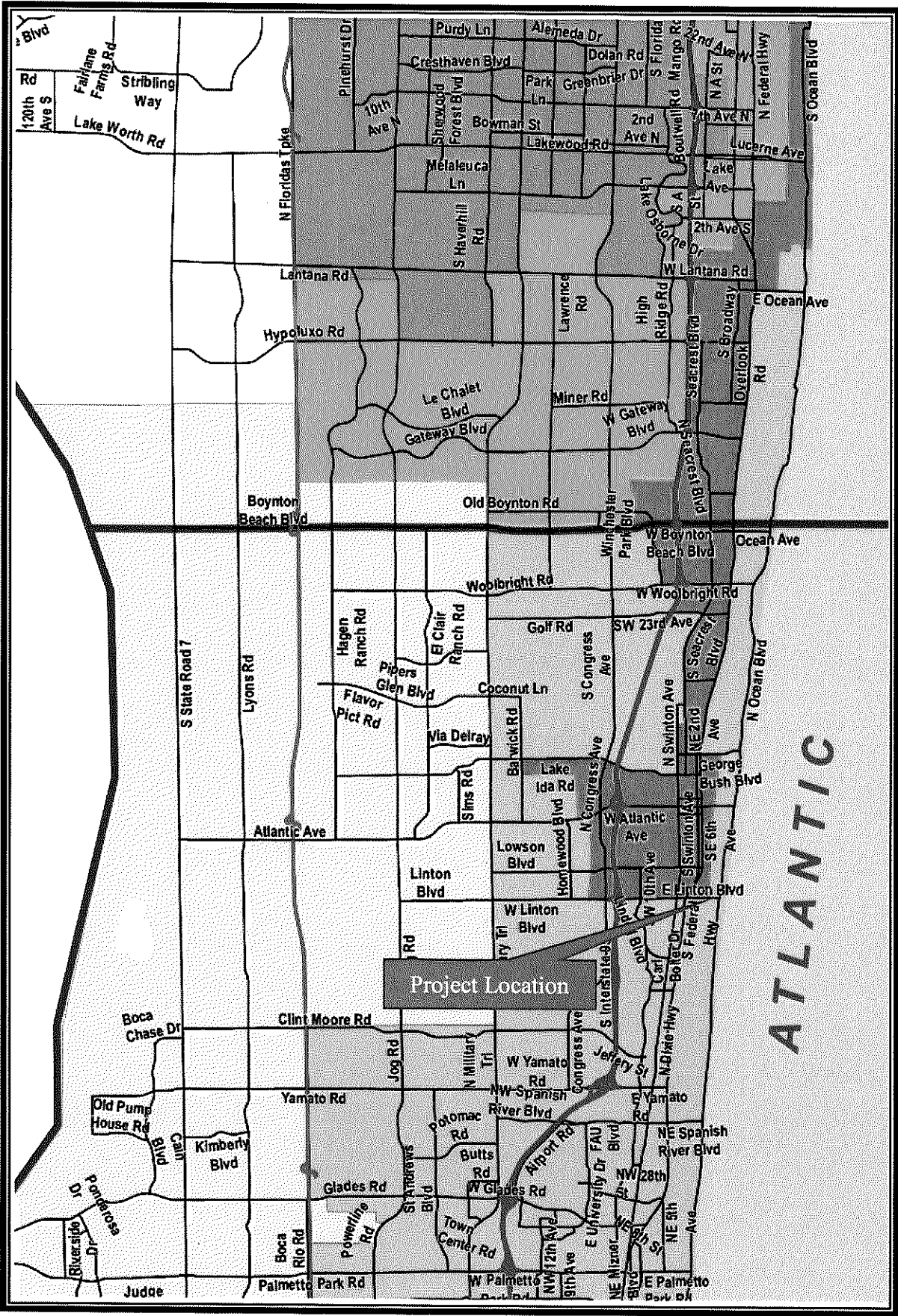
C. Other Department Review:

Department Director

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

LINTON BOULEVARD BASCULE BRIDGE

Palm Beach County Project #2020600



LOCATION MAP

**CONTRACT FOR PROFESSIONAL SERVICES
BY AND BETWEEN PALM BEACH COUNTY
AND HARDESTY & HANOVER, LLC FOR
LINTON BOULEVARD BASCULE BRIDGE
PROJECT # 2020600**

This Contract for Linton Boulevard Bascule Bridge (PROJECT) is made as of July 8, 2025 (CONTRACT), by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (COUNTY) and Hardesty & Hanover, LLC, a foreign limited liability company (CONSULTANT) whose Federal ID is 45-3031954 (individually Party and collectively Parties).

The COUNTY intends to have the CONSULTANT prepare rehabilitation plans for structural, mechanical, and electrical repairs to the Linton Boulevard Bascule Bridge for the PROJECT.

In consideration of the mutual promises contained herein, the COUNTY and the CONSULTANT agree as follows:

The following Exhibits are attached to and made a part of this CONTRACT.

Exhibit A - Scope of Work including Work Schedule

Exhibit B - Fee Schedule

Exhibit C – Affirmative Procurement Initiatives for Professional Services Contracts

Exhibit D – OEBO Waiver

Exhibit E – Human Trafficking Affidavit

Exhibit F – Project History

ARTICLE 1 - SERVICES

1.1 GENERAL - The CONSULTANT'S responsibility under this CONTRACT is to provide professional/consultation services in the area of civil engineering design, as more specifically set forth in the Scope of Work detailed in **Exhibit A**.

1.1.1 The COUNTY'S representative/liaison during the performance of this CONTRACT shall be Morton L. Rose, P.E., telephone no. (561) 684-4150. This person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY policies and decisions with respect to the CONSULTANT'S services for the PROJECT.

- 1.1.2** The CONSULTANT'S representative/liaison during the performance of this CONTRACT shall be Michael Sileno, telephone no. 954-835-9119.

1.2 - BASIC SERVICES - The CONSULTANT shall prepare all plans in accordance with Palm Beach County Thoroughfare Design Procedures, current standards adopted by the Americans with Disabilities Act (ADA), American Association of State Highway and Transportation Officials (AASHTO), the Florida Department of Transportation Manual of Uniform Minimum Standards, and all other applicable professional and technical standards. Plans shall be based on the North American Datum of 1983 (NAD 83) 1990 Adjustment and the North American Vertical Datum of 1988 (NAVD 88). Plans shall be accurate, legible, complete in design, drawn to scale, and shall be suitable for bidding purposes, unless otherwise stated in **Exhibit A**.

- 1.2.1** The CONSULTANT has, during the selection and negotiation process which has preceded this CONTRACT, represented to the COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with engineering firms of national repute in the areas of practice required for this PROJECT. The CONSULTANT acknowledges that the COUNTY has relied on the CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this CONTRACT, the CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the CONSULTANT has claimed. The CONSULTANT shall perform such duties as may be assigned without neglect. The CONSULTANT covenants with the COUNTY to cooperate with the COUNTY and to utilize the CONSULTANT'S skill, efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for this PROJECT. The CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and consistent with the COUNTY'S stated objectives and recognized professional engineering standards.
- 1.2.2** Prior to commencement of study/design, the CONSULTANT shall become familiar with the needs of COUNTY Microstation standards, obtain any seed or Microstation files, CADD standards, and standard sheets so that Microstation deliverables can be utilized by the COUNTY. CONSULTANT shall submit electronic files (in Microstation compatible format and Adobe PDF format) of the study/design, survey, and any related data used for the PROJECT, with the final document(s) submittal, or when otherwise directed by COUNTY.
- 1.2.3** The CONSULTANT shall provide to the COUNTY all cost summaries/estimates and Summary of Pay Items in an electronic file (as requested). The CONSULTANT shall apply descriptions to the pay items as called out in the COUNTY'S Standard

Nomenclature listing, which is available on the following website <http://discover.pbcgov.org/engineering/roadwayproduction/Pages/CCNA.aspx>.

Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the CONSULTANT'S opinions of probable construction cost provided for herein are to be made on the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the CONSULTANT cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by the CONSULTANT. If prior to the Bidding or Negotiating Phase, the COUNTY wishes greater assurance as to construction costs, the COUNTY shall employ an independent cost estimator.

1.3 – REIMBURSABLE SERVICES – These services shall be listed in the Fee Schedule, **Exhibit B** and will include such fixed cost items as permit fees, reprographics fees, and certain subconsultant fees as negotiated.

1.4 – OPTIONAL SERVICES – REQUIRING AUTHORIZATION IN ADVANCE If authorized in writing by the COUNTY'S authorized representative, the CONSULTANT shall furnish or obtain from others Optional Services. These services shall be listed in the Fee Schedule, **Exhibit B** and will include such items as post design services, contingent services and certain subconsultant fees as negotiated. These will be paid for by the COUNTY, only when specifically authorized and in accordance with Article 3 of this CONTRACT.

1.5 - SUPPLEMENTAL SERVICES– REQUIRING AUTHORIZATION IN ADVANCE - If authorized in writing by the COUNTY'S authorized representative, the CONSULTANT shall furnish or obtain from others services of the types listed below in paragraphs 1.5.1 through 1.5.9 inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Schedule, **Exhibit B**. These will be paid for by the COUNTY, only when specifically authorized and in accordance with Article 3 of this CONTRACT.

- 1.5.1** Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT.
- 1.5.2** Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the COUNTY.
- 1.5.3** Services resulting from significant changes in the general scope, extent or character of the PROJECT including, but not limited to:
 - change in PROJECT size
 - change in PROJECT complexity

- change in the COUNTY'S schedule
 - change in the character of construction
 - change in the method of financing
 - revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control
- 1.5.4 Preparing documents for alternate bids requested by the COUNTY for contractor(s) work which is not executed or documents for out-of-sequence work.
- 1.5.5 Furnishing the services of a special consultant for any services not covered in **Exhibit A**.
- 1.5.6 Services during out-of-town travel required of the CONSULTANT other than visits to the site or the COUNTY'S office as required by Section 1.2 of Article 1 of this CONTRACT.
- 1.5.7 Assistance in connection with a bid protest, rebidding or renegotiating a contract for construction, materials, equipment or services.
- 1.5.8 Preparing to serve or serving as a consultant or witness for the COUNTY in any litigation or other legal proceeding involving the PROJECT.
- 1.5.9 Additional services in connection with the PROJECT, including services which are to be furnished by the COUNTY in accordance with Section 1.4 of this CONTRACT, and services not otherwise provided for in this CONTRACT.

1.6 - COUNTY'S RESPONSIBILITY - The COUNTY shall do the following in a timely manner so as not to delay the services of the CONSULTANT.

- 1.6.1 Provide all criteria and full information as to the COUNTY'S requirements for the PROJECT, including study/design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which the COUNTY will require to be included in the drawings and specifications.
- 1.6.2 Assist the CONSULTANT by providing all available information pertinent to the PROJECT including previous reports and any other data relative to study/design or construction of the PROJECT.
- 1.6.3 Furnish deliverables to the CONSULTANT if any are listed in **Exhibit A**.
- 1.6.4 Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required for the CONSULTANT to perform services under this CONTRACT.

- 1.6.5 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as the COUNTY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
- 1.6.6 Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 1.6.7 Providing such legal, accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, and such auditing service as COUNTY may require to ascertain how or for what purpose any contractor has used the monies paid to him.
- 1.6.8 Attend the pre-bid conference, bid opening, preconstruction conference, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 1.6.9 Give reasonable notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT'S services, or any defect or non-conformance in the work of any contractor.
- 1.6.10 Furnish, or direct the CONSULTANT to provide, Optional or Supplemental Services pursuant to Sections 1.4 and 1.5 of this CONTRACT as required.

ARTICLE 2 - SCHEDULE

2.1 – NOTICE TO PROCEED - The COUNTY will issue a written Notice to Proceed to the CONSULTANT within sixty (60) days of CONTRACT execution by the COUNTY. The CONSULTANT will immediately commence work on the PROJECT and all schedule dates shall be determined from the date of the Notice to Proceed. Final completion of all work under this CONTRACT shall be in accordance with the Schedule, as shown in **Exhibit A**, or as otherwise approved in writing by the COUNTY.

2.2 – DELIVERABLES - Deliverables shall be defined as progress reports, prepared maps, bid documents, completed drawings, specific reports, work plans, documentation of meetings attended, assessment study reports, analysis reports, summary reports, recommendation reports and related draft reports and verifiable deliverables. Deliverables shall be provided to the COUNTY in accordance with the schedule set forth in **Exhibit A**.

ARTICLE 3 - PAYMENTS TO CONSULTANT – Amount: The total amount to be paid by the COUNTY under this CONTRACT for all services and materials including, if applicable, out of pocket expenses (specified in paragraph 3.3 below) shall not exceed a total contract amount of Seven Hundred Thirty-Five Thousand Three Hundred Seventeen Dollars and Twenty-One Cents (\$735,317.21). The CONSULTANT shall notify the COUNTY'S representative in writing when 90% of the not to exceed amount has been reached. The CONSULTANT will bill the COUNTY on a monthly basis, no later than the 15th of the following month or as otherwise provided, at the amounts set forth in **Exhibit B** for services rendered toward the completion of the Scope of Work. Where incremental billings for partially completed items are permitted, the total billings shall not exceed the estimated percentage of completion as of the billing date. Should this CONTRACT have approved subconsultant(s), the CONSULTANT shall pay the subconsultant(s) within ten (10) business days of receipt of payment from the COUNTY.

3.1 – CONTRACT MULTIPLIER – The Contract Multiplier for this CONTRACT is **2.68**. Salary costs times the Contract Multiplier for services rendered by principals and employees assigned to the PROJECT plus all reimbursable expenses shall be utilized in computing fees. Contract Multiplier is defined in Palm Beach County Policy and Procedure Manual CW-F-066.

3.2 - BASIC SERVICES - The COUNTY will pay the CONSULTANT the lump sum of Seven Hundred Twenty-Eight Thousand Eighty-Two Dollars and Sixty-Seven Cents (\$728,082.67) for completion of the Basic Services set forth in **Exhibit A** and **Exhibit B**.

3.3 - REIMBURSABLE OUT-OF-POCKET EXPENSES - Reimbursable Out-of-pocket expenses will be reimbursed up to an amount not to exceed Seven Thousand Two Hundred Thirty-Four Dollars and Fifty-Four Cents (\$7,234.54), and in accordance with the list of the types and amounts of expenditures eligible for reimbursement as set forth in **Exhibit B**.

3.3.1 All requests for payment of out-of-pocket expenses eligible for reimbursement under the terms of this CONTRACT shall include copies of paid receipts, invoices, or other documentation acceptable to the Palm Beach County Financial Management and Budget Department. Such documentation shall be sufficient to establish that the expense was incurred and necessary in the performance of the Scope of Work described in this CONTRACT. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this CONTRACT will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

3.3.2 Reimbursable Expenses shall mean the expenses of soils testing, printing and similar PROJECT related items when authorized by the COUNTY, in accordance with law.

3.4 - OPTIONAL SERVICES

The COUNTY will pay the CONSULTANT for completion of the Optional Services set forth in **Exhibit A** and **Exhibit B** when the provision of each service is specifically authorized in writing

by the COUNTY. These expenses will not exceed Zero Dollars and Zero Cents (\$0.00) without additional authorization from the COUNTY.

3.5 – SUPPLEMENTAL SERVICES - Additional services and reimbursable expenses authorizations shall be issued in accordance with COUNTY policies and procedures.

- 3.5.1** Services rendered by the CONSULTANT'S principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with Section 1.5.8 of this CONTRACT shall be at the rate of **\$800.00** per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in Section 3.1 of Article 3 of this CONTRACT).

3.6 – INVOICES - Invoices received from the CONSULTANT pursuant to this CONTRACT will be reviewed and approved by the COUNTY'S representative, to verify that services have been rendered in conformity with the CONTRACT. Approved invoices will then be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the COUNTY representative's approval.

- 3.6.1** Progress reports and/or payment invoices shall be submitted monthly by the CONSULTANT. Payments to the CONSULTANT shall be in proportion to the percentage of engineering services approved and accepted by the COUNTY based on said lump sum fee until 90% of the Basic Services are completed. There will be no additional payments until all Services, including permits, but with the exception of any Optional Services, are completed and accepted by the COUNTY.
- 3.6.2** Final Invoice: In order for both Parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT'S final/last invoice to the COUNTY. This shall constitute CONSULTANT'S certification that all services have been properly performed and all charges and costs have been invoiced to the COUNTY. Any other charges not properly included on this final invoice are waived by the CONSULTANT.
- 3.6.3** Upon satisfactory completion of all Services, including permits, described in this CONTRACT and approval and acceptance of the plans by the COUNTY, full payment for all completed Services provided will be made, and the CONTRACT will be closed. If the CONTRACT has an authorization for Post Design Services the CONTRACT will remain open until all Post Design Services (if applicable) are complete.
- 3.6.4** Final payment shall be due and payable to the CONSULTANT upon satisfactory completion, approval and acceptance by the COUNTY, of all the Services described in this CONTRACT, including Post Design Services.
- 3.6.5** Due to the nature of the work flow and the small size of expected projects to be performed by the CONSULTANT, the COUNTY recognizes that the purpose of withholding

retainage may not be applicable for all projects and the COUNTY may waive the requirement upon written request from the CONSULTANT.

- 3.6.6** Contract Closeout Period: CONSULTANT shall submit any pending invoice(s) and/or report(s), along with any required documents, to the COUNTY within forty-five (45) business days after the termination or expiration of the contract in order to close-out the contract (Closeout Period). These invoice(s) and/or report(s), including but not limited to vendor performance report(s), shall reflect work required and completed during the contract term. The COUNTY shall deem invoices received during and prior to the expiration of the Closeout Period as final billing for goods and services provided under the contract. CONSULTANT's failure to submit pending invoices during the Closeout Period shall serve as an admission that no pending invoices remain. Nothing herein shall limit the COUNTY's discretion to make the final determination whether payment may be made to CONSULTANT after the expiration or termination of the contract.

3.7 - OTHER PROVISIONS CONCERNING PAYMENTS

- 3.7.1** If this CONTRACT is terminated prior to its completion other than due to default on the part of the CONSULTANT, the CONSULTANT shall be paid for Basic Services called for under Section 1 an amount equal to the percentage complete at the time of termination, times the lump sum fee stated in Article 3 of this CONTRACT. Further, the CONSULTANT shall be paid for the completed portion of reimbursable and optional services authorized under Article 3 of this CONTRACT, in accordance with Section 3.3 and 3.4 of this CONTRACT.
- 3.7.2** Records of the CONSULTANT'S Salary Costs pertinent to the CONSULTANT'S compensation under this CONTRACT will be kept in accordance with generally accepted accounting practices. Copies will be made available to the COUNTY on request prior to final payment for the CONSULTANT'S services.
- 3.7.3** The Salary Costs used as a basis for payment shall mean the salaries and wages paid to principals and employees engaged on the PROJECT. Time spent on this PROJECT by stenographers, typists and clerk skills shall not be charged to the PROJECT nor shall any fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workman's compensation, etc., be included in the Salary Costs.
- 3.7.4** VSS Registration Required: In order to do business with Palm Beach County, the CONSULTANT is required to create a Vendor Registration Account OR activate an existing Vendor Registration Account through the Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at

<https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService>

If CONSULTANT intends to use sub-consultants, CONSULTANT must also ensure that all sub-consultants are registered as consultants in VSS. All subcontractor agreements

must include a contractual provision requiring that the sub-consultant register in VSS. COUNTY will not finalize a contract award until the COUNTY has verified that the CONSULTANT and all of its sub-consultants are registered in VSS.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

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

4.2 The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 of this CONTRACT within three (3) years following final payment.

ARTICLE 5 – TERMINATION - This CONTRACT may be terminated by the CONSULTANT upon sixty (60) days' prior written notice to the COUNTY in the event of substantial failure by the COUNTY to perform in accordance with the terms of this CONTRACT through no fault of the CONSULTANT. It may also be terminated, in whole or in part, by the COUNTY, with cause upon five (5) business days written notice to the CONSULTANT or without cause upon ten (10) business days written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this CONTRACT, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the COUNTY, in writing, the CONSULTANT shall:

- A.** Stop work on the date and to the extent specified.
- B.** Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C.** Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D.** Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

- 6.1 The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this CONTRACT. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.
- 6.2 All of the services required herein under shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.
- 6.3 Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in **Exhibit B**, must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY'S representative before said change or substitution can become effective.
- 6.4 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.
- 6.5 All of the CONSULTANT'S personnel (and all Subcontractors), while on County premises, will comply with all COUNTY requirements governing conduct, safety and security.
- 6.6 During the term of this CONTRACT, the COUNTY may require professional services that are the same or similar to those described in this CONTRACT. The COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If the COUNTY so elects, it is mutually understood that the relationship between the CONSULTANT and the COUNTY under this CONTRACT shall be considered as neither barring the CONSULTANT from, nor granting special consideration to the CONSULTANT, in participating in the selection process for a consultant to provide such additional services.

ARTICLE 7 - SUBCONTRACTING

7.1 The COUNTY reserves the right to accept the use of a subconsultant or to reject the selection of a particular subconsultant and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subconsultant to perform properly under this CONTRACT. The CONSULTANT is encouraged to seek additional small business enterprises for participation in subcontracting opportunities. If the CONSULTANT uses any subconsultants on this CONTRACT the following provisions of this Article shall apply:

7.2 If a subconsultant fails to perform or make progress, as required by this CONTRACT, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subconsultant by the COUNTY.

7.3 It is the policy of the COUNTY that all segments of its business population including, but not limited to, small, local owned businesses, have an equitable opportunity to participate in the COUNTY'S procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the COUNTY adopted an Equal Business Opportunity (EBO) Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO Ordinance sets forth the COUNTY'S requirements for the EBO program, and is incorporated herein and made part of this CONTRACT. Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance. Failure to comply with the EBO Ordinance may result in any of the following penalties:

- Suspension of CONTRACT;
- Withholding of funds;
- Termination of the CONTRACT based upon a material breach of contract pertaining to the EBO Program compliance;
- Suspension or debarment of CONSULTANT from eligibility for providing goods or services to the COUNTY for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of small business enterprise (SBE) participation as committed to in the CONTRACT, and the dollar value of SBE participation as actually achieved.

7.4 The CONSULTANT must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein as **Exhibit C**, including the Request for Proposals (RFP), and the specifications set forth in CONSULTANT'S response, which are both incorporated herein by reference. Failure to comply with this Article 7 is a material breach of this CONTRACT.

- i. CONSULTANT shall report all subconsultant payment information on EBO forms 3a and 4, or as otherwise required by EBO, and, when the EBO portal is available, input subconsultant payment information directly into the CONSULTANT'S contract management system.

CONSULTANT shall pay subconsultants undisputed amounts within ten (10) days after COUNTY pays the CONSULTANT. In the event of a disputed invoice, the CONSULTANT shall send the subconsultant(s) and COUNTY a written notice of the dispute within five (5) days after receipt of the subject invoice.

- ii. CONSULTANT must notify the Office of EBO of changes in SBE utilization and get prior approval for any substitutions.

7.5 The CONSULTANT agrees to pay its subconsultants in compliance with the Florida Prompt Payment Act. In the event CONSULTANT fails to comply with payment(s) to its subconsultants in accordance with the Florida Prompt Payment Act, CONSULTANT shall be

subject to any and all penalties and sanctions available under the terms of the EBO Program, its CONTRACT with the COUNTY, or any other applicable law.

7.6 The Office of EBO has the right to review CONSULTANT'S records and interview subconsultants.

ARTICLE 8 - FEDERAL AND STATE TAX

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

8.2 The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this CONTRACT.

ARTICLE 9 - AVAILABILITY OF FUNDS

9.1 The COUNTY'S performance and obligation to pay under this CONTRACT for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners.

ARTICLE 10 - INSURANCE

10.1 The CONSULTANT shall maintain at its sole expense, in force and effect at all times during the term of this CONTRACT, insurance coverage and limits (including endorsements) as described herein. Failure to maintain at least the required insurance shall be considered default of the CONTRACT. The requirements contained herein, as well as COUNTY's review or acceptance of insurance maintained by CONSULTANT, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the CONTRACT. CONSULTANT agrees to notify the COUNTY at least ten (10) days prior to cancellation, non-renewal or material change to the required insurance coverage. Where the policy allows, coverage shall apply on a primary and non-contributory basis.

10.2 Commercial General Liability - CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$500,000 combined single limit for bodily injury and property damage each occurrence. Coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

Additional Insured Endorsement: The Commercial General Liability policy shall be endorsed to include, "Palm Beach County Board of County Commissioners, a Political Subdivision of the

State of Florida, its Officers, Employees, and Agents” as an Additional Insured. A copy of the endorsement shall be provided to COUNTY upon request.

10.3 Workers’ Compensation Insurance & Employer’s Liability - CONSULTANT shall maintain Workers’ Compensation & Employer’s Liability in accordance with Chapter 440 of the Florida Statutes.

10.4 Professional Liability - CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. When a self-insured retention (SIR) or deductible exceeds \$10,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT’s most recent annual report or audited financial statement. For policies written on a “claims-made” basis, CONSULTANT warrants the Retroactive Date equals or precedes the effective date of this CONTRACT. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the term of this CONTRACT, CONSULTANT shall purchase a SERP with a minimum reporting period not less than three (3) years after the expiration of the CONTRACT term. The requirement to purchase a SERP shall not relieve the CONSULTANT of the obligation to provide replacement coverage. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an “occurrence” or “claims-made” form. If coverage is provided on a “claims-made” form the Certificate of Insurance must also clearly indicate the “retroactive date” of coverage.

10.5 Waiver of Subrogation - Except where prohibited by law, CONSULTANT hereby waives any and all rights of Subrogation against the COUNTY, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

10.6 Certificates of Insurance - On execution of this CONTRACT, renewal, within forty-eight (48) hours of a request by COUNTY, and upon expiration of any of the required coverage throughout the term of this CONTRACT, the CONSULTANT shall deliver to the COUNTY or COUNTY’S designated representative a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this CONTRACT have been obtained and are in force and effect. Certificates shall be issued to:

Palm Beach County Board of County Commissioners

And may be addressed:

c/o Engineering Department / Roadway Production
2300 N. Jog Road 3rd Floor West
West Palm Beach, FL 33411

Using the address as indicated in the "Notices" article or another address on agreement of the parties.

10.7 Right to Revise or Reject - COUNTY, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

10.8 Unmanned Aircraft Systems - CONSULTANT shall maintain Unmanned Aircraft Systems (UAS) insurance, if UAS are used in the performance of this CONTRACT, at a limit of liability not less than \$1,000,000 each occurrence, and \$2,000,000 per aggregate. Coverage shall include property damage, injury to persons, personal injury (including invasion of privacy), medical expenses, premises liability, and war perils such as damage sustained from a malicious act. This coverage shall not contain any endorsement(s) excluding Contractual Liability or Cross Liability.

ARTICLE 11 – INDEMNIFICATION - CONSULTANT shall indemnify and hold harmless COUNTY, and its officers and employees, from liabilities, damages losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the CONTRACT.

ARTICLE 12 - SUCCESSORS AND ASSIGNS - The COUNTY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this CONTRACT. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this CONTRACT without the prior written consent of the other.

ARTICLE 13 - REMEDIES - This CONTRACT shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the CONTRACT will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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.

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

ARTICLE 14 - CONFLICT OF INTEREST - The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The CONSULTANT further represents that no person having any such conflict of interest shall be employed for said performance of services.

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

ARTICLE 15 - EXCUSABLE DELAYS - The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

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

ARTICLE 16 - ARREARS - The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or

any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this CONTRACT.

ARTICLE 17 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

17.1 The CONSULTANT shall deliver to the COUNTY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the COUNTY under this CONTRACT.

17.2 To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this CONTRACT for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced and reused at the discretion of the COUNTY.

17.3 All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this CONTRACT and the consummation of the transactions contemplated hereby.

17.4 Notwithstanding any other provision in this CONTRACT, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2 440, as amended.

17.5 Upon completion and acceptance of the final work, the CONSULTANT shall furnish to the COUNTY the original drawings, field notes and all documents and materials prepared by and for the COUNTY under this CONTRACT. The CONSULTANT may keep a reproducible set of the original drawings and shall keep all other data collected during the provision of the services. The COUNTY may, at its expense, obtain copies of any data which the CONSULTANT has accumulated in the process of providing the services on this PROJECT'S tasks. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT.

17.6 All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this CONTRACT at the COUNTY'S expense shall be, and remain, the COUNTY'S property, and may be reproduced and reused at the discretion of the COUNTY.

17.7 The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

17.8 All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this CONTRACT and the consummation of the transactions contemplated hereby.

17.9 - Reuse of Documents - Notwithstanding any breach of this CONTRACT by either Party nor the status of payment to the CONSULTANT, nor the COUNTY'S exercise of its rights of termination, it is hereby agreed between the Parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this PROJECT which have been created as a part of the CONSULTANT'S services, or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this CONTRACT, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

ARTICLE 18 - INDEPENDENT CONTRACTOR RELATIONSHIP

18.1 The CONSULTANT is, and shall be, in the performance of all work services and activities under this CONTRACT, an Independent Contractor, and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this CONTRACT shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

18.2 The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation.

ARTICLE 19 - CONTINGENT FEES - The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this CONTRACT and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this CONTRACT.

ARTICLE 20 - ACCESS AND AUDITS

20.1 The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this CONTRACT. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

20.2 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 to audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

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

ARTICLE 21 - NONDISCRIMINATION

21.1 The COUNTY is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2025-0748, as may be amended, the CONSULTANT warrants and represents that throughout the term of the CONTRACT, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, or genetic information. Failure to meet this requirement shall be considered default of the CONTRACT.

21.2 As a condition of entering into this CONTRACT, the CONSULTANT represents and warrants that it will comply with the COUNTY'S Commercial Nondiscrimination Policy as described in Resolution 2025-0748, as amended. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the COUNTY'S relevant marketplace in Palm Beach County. The CONSULTANT understands and agrees that a material violation of this clause shall be considered a material breach of this CONTRACT and may result in termination of this CONTRACT, disqualification or debarment of the company from participating in COUNTY

contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

CONSULTANT shall include this language in its subcontracts.

ARTICLE 22 - AUTHORITY TO PRACTICE - The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY'S representative upon request.

ARTICLE 23 - SEVERABILITY - If any term or provision of this CONTRACT, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this CONTRACT, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this CONTRACT shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 24 - PUBLIC ENTITY CRIMES - As provided in Florida Statutes (F.S.) 287.132-133, by entering into this CONTRACT or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 25 - MODIFICATIONS OF WORK - The COUNTY reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the COUNTY'S notification of a contemplated change, the CONSULTANT shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY if the contemplated change shall affect the CONSULTANT'S ability to meet the completion dates or schedules of this CONTRACT.

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

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

ARTICLE 26 - NOTICE - All notices required in this CONTRACT shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance.

26.1 If sent to the COUNTY, notices shall be addressed to:

Morton L. Rose, P.E.
Palm Beach County Engineering Department
2300 N. Jog Road Room 3W-33
West Palm Beach, FL 33411

With copy to:

Yelizaveta B. Herman
Palm Beach County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

26.2 If sent to the CONSULTANT, notices shall be addressed to:

Michael J. Sileno, Managing Member
Hardesty & Hanover, LLC
3250 W. Commercial Boulevard, Suite 348
Fort Lauderdale, FL 33309

ARTICLE 27 - ENTIRETY OF CONTRACTUAL AGREEMENT - The COUNTY and the CONSULTANT agree that this CONTRACT sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this CONTRACT may be added to, modified, superseded or otherwise altered, except by written instrument executed by the Parties hereto in accordance with Article 25 of this CONTRACT.

ARTICLE 28 - CRIMINAL HISTORY RECORDS CHECK

28.1 The CONSULTANT, CONSULTANT'S employees, subcontractors of CONSULTANT and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470, R2015-0572 and R2024-0549, as amended. The CONSULTANT is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the CONSULTANT acknowledges that its CONTRACT price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the COUNTY.

28.2 This CONTRACT may include sites and/or buildings which have been designated as either Critical Facilities or CJI Facilities pursuant to the Ordinance and above referenced Resolutions, as amended. COUNTY staff representing the COUNTY department will contact the CONSULTANT and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The CONSULTANT shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the CONTRACT and return them to the COUNTY. If the CONSULTANT or its subcontractor(s) terminates an employee who has been issued a badge, the CONSULTANT must notify the COUNTY within two (2) hours. At the time of termination, the CONSULTANT shall retrieve the badge and shall return it to the COUNTY in a timely manner.

28.3 The COUNTY reserves the right to suspend the CONSULTANT if the CONSULTANT 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the COUNTY regarding a terminated CONSULTANT employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

ARTICLE 29 - REGULATIONS; LICENSING REQUIREMENTS - The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

ARTICLE 30 - SCRUTINIZED COMPANIES

30.1 As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONSULTANT is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this CONTRACT may be terminated at the option of the COUNTY.

30.2 When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this CONTRACT or performing any work in furtherance hereof, the CONSULTANT certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

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

imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of CONTRACT renewal, if applicable.

ARTICLE 31 - PUBLIC RECORDS

31.1 Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the CONSULTANT: (i) provides a service; and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S., the CONSULTANT shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The CONSULTANT is specifically required to:

- A. Keep and maintain public records required by the COUNTY to perform services as provided under this CONTRACT.
- B. Upon request from the COUNTY'S Custodian of Public Records, provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The CONSULTANT further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.
- C. Ensure that public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the CONTRACT, if the CONSULTANT does not transfer the records to the public agency.
- D. Upon completion of the CONTRACT the CONSULTANT shall transfer, at no cost to the COUNTY, all public records in possession of the CONSULTANT unless notified by COUNTY'S representative/liaison, on behalf of the COUNTY'S Custodian of Public Records, to keep and maintain public records required by the COUNTY to perform the service. If the CONSULTANT transfers all public records to the COUNTY upon completion of the CONTRACT, the CONSULTANT shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the CONTRACT, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically by the CONSULTANT must be provided to COUNTY, upon request of the COUNTY'S Custodian of Public Records, in a format that is compatible with the information technology systems of COUNTY, at no cost to COUNTY.

31.2 Failure of the CONSULTANT to comply with the requirements of this article shall be a material breach of this CONTRACT. COUNTY shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. CONSULTANT acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

31.3 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT

**RECORDS REQUEST
PALM BEACH COUNTY PUBLIC AFFAIRS DEPT.
301 N. OLIVE AVENUE
WEST PALM BEACH, FL 33401**

**BY E-MAIL AT RECORDSREQUEST@PBC.GOV
OR BY TELEPHONE AT 561-355-6680**

ARTICLE 32 – COUNTERPARTS - This CONTRACT, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same CONTRACT. The COUNTY may execute the CONTRACT through electronic or manual means. CONSULTANT shall execute by manual means only, unless the COUNTY provides otherwise.

ARTICLE 33 - E-VERIFY - EMPLOYMENT ELIGIBILITY – CONSULTANT warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of CONSULTANT's subconsultants performing the duties and obligations of this CONTRACT are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

CONSULTANT shall obtain from each of its subconsultants an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this CONTRACT which requires a longer retention period.

COUNTY shall terminate this CONTRACT if it has a good faith belief that CONSULTANT has

knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If COUNTY has a good faith belief that CONSULTANT's subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, COUNTY shall notify CONSULTANT to terminate its contract with the subconsultant and CONSULTANT shall immediately terminate its contract with the subconsultant. If COUNTY terminates this CONTRACT pursuant to the above, CONSULTANT shall be barred from being awarded a future contract by COUNTY for a period of one (1) year from the date on which this CONTRACT was terminated. In the event of such contract termination, CONSULTANT shall also be liable for any additional costs incurred by COUNTY as a result of the termination.

ARTICLE 34 - DISCLOSURE OF FOREIGN GIFTS AND CONTRACTS WITH FOREIGN COUNTRIES OF CONCERN

Pursuant to F.S. 286.101, as may be amended, by entering into this CONTRACT or performing any work in furtherance thereof, the CONSULTANT certifies that it has disclosed any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern where such interest, contract, or grant or gift has a value of \$50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous five (5) years.

ARTICLE 35 – HUMAN TRAFFICKING AFFIDAVIT

CONSULTANT warrants and represents that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes. CONSULTANT has executed Exhibit E, Nongovernmental Entity Human Trafficking Affidavit, which is attached hereto and incorporated herein by reference.

ARTICLE 36 – WAIVER OF JURY TRIAL - The Parties hereby waive any rights either of them may have to a jury trial in any litigation arising out of or related to this CONTRACT and agree that they shall not elect a trial by jury. The Parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

ARTICLE 37 – LAW AND VENUE; REMEDIES - This Contract shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Contract will be held in a court of competent jurisdiction located in Palm Beach County, Florida. 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.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this CONTRACT for the PROJECT, on behalf of the COUNTY, and CONSULTANT has hereunto set its hand the day and year above written.

COUNTY:

APPROVED AS TO TERMS

AND CONDITIONS

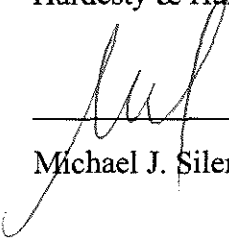
By: 
 

Morton L. Rose, P.E.

Director of Roadway Production

CONSULTANT:

Hardesty & Hanover, LLC



Michael J. Sileno, Managing Member

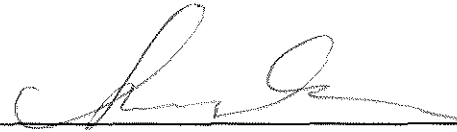
ATTEST WITNESS:



Signature

STEVE HEDGE

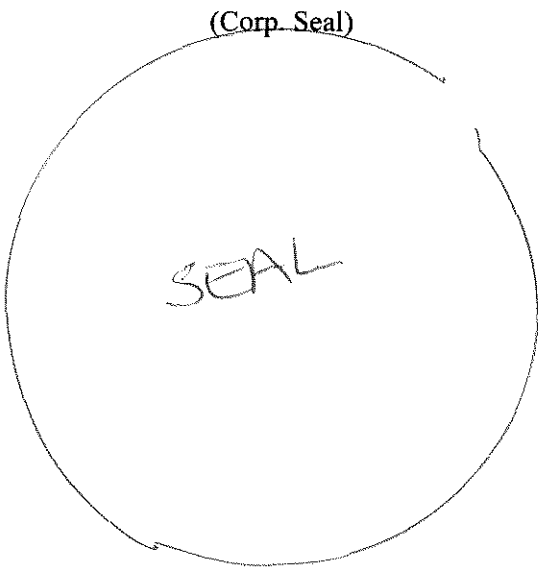
Name (type or print)



Signature

SABRINA SANCHEZ

Name (type or print)



{SIGNATURE PAGES CONTINUED}

ATTEST:

Joseph Abruzzo
Clerk of the Circuit Court & Comptroller

COUNTY:

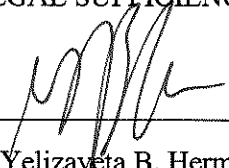
Palm Beach County, a Political Subdivision of the
State of Florida, by and through its Board of County
Commissioners

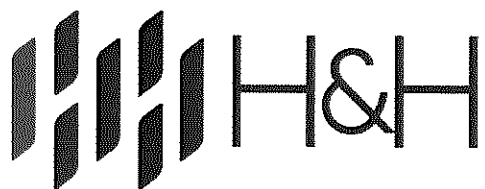
By: _____
Deputy Clerk

By: _____
Maria G. Marino, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Seal)

By:  _____
Yelizaveta B. Herman
Assistant County Attorney



3250 W. Commercial Blvd,
Suite 348
Fort Lauderdale, FL 33309

Rev04 Date: May 7, 2025
Rev 03 Date: April 21, 2025
Rev02 Date: March 19, 2025
Rev01 Date: March 14, 2025
January 30, 2025

*Scope and fee OK
CB- 05/07/25*

Carlos Bojorge, P.E.
Special Projects Section Manager Roadway Production Division
Palm Beach County Department of Engineering and Public Works
2300 N. Jog Road – 3rd Floor West
West Palm Beach, FL 33411-2745

Re: Linton Blvd Bascule Bridge Over ICWW, Palm Beach County No. 2020600 – Professional Services for Bascule Bridge Repairs

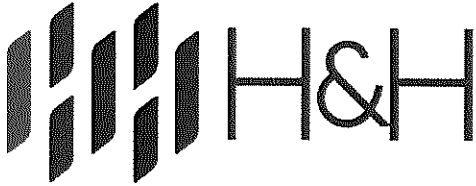
Preparation of Rehabilitation plans for structural, mechanical, and electrical repairs to extend the service life of the Linton Boulevard Bridge (Jack L. Saunders Bridge) over the Intracoastal Waterway in Palm Beach County.

The scope of this project includes:

- Structural Improvements
- Mechanical Improvements
- Electrical Improvements
- Lighting Improvements
- Permitting

Bascule Span Improvements

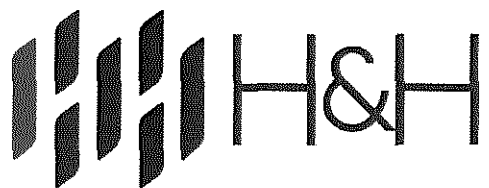
- Replacement of deteriorated roadway & sidewalk stringers, and lateral bracing.
- Replacement of the bascule leaf open grid deck.
- Replace existing traffic railings with Manual for Assessing Safety Hardware (MASH) for Test Level 3 (TL-3) railing that meets current codes.
- Clean and coat all structural steel elements including the flanking and bascule spans.
 - Provide coating assessment of the bascule leaf and flanking spans.
- Perform as-built load rating of the bascule span.
- Replace operating machinery.
- Replace span lock machinery.
- Replace trunnion hub fasteners with torqued high strength (H.S.) turned bolts. Clean and coat trunnion hub and bascule girder interfaces.
- Provide a new relay-based control system, including a control desk.



- Provide a new motor control center (MCC) with complete starters for gates, brakes, barriers, and lock interface with the existing drives.
- Provide new and upgraded maintenance area lighting.
- Provide new submarine cable to accommodate new off-going gates, pedestrian gates, resistance barrier gates, and new relay controls.
- Provide new terminal cabinets and supporting hardware.
- Provide new span-mounted navigational lights (inboard and outboard).
- Provide new traffic and resistance (far side) barriers with energy-absorbing characteristics as per American Association of State Highway and Transportation Officials (AASHTO).
- Provide new traffic gates, including at all off-going locations.
- Provide maintenance platforms with railing for outboard traffic gates.
- Provide pedestrian gates across all four sidewalk quadrants.

Approach Span Improvements

- Provide curb mounted vertical face traffic railing.
- Provide new pedestrian railing.
- Approach span inspection to confirm spall deficiency.
- Repair existing deteriorated concrete median at west approach.
- Repair deteriorated concrete at approach span overhang.
- Replace deteriorated joint seals at intermediate piers.
- Restripe approach spans.
- Provide new roadway lighting for the entire bridge.
 - Design to accommodate the existing pilasters if feasible and consider turtle-safe lighting features.
- Perform load rating of the approach spans.



SCOPE OF SERVICES

1.0 General Tasks – H&H, Masse, KTA-Tator

The CONSULTANT shall provide Project Manager Coordination Meetings.

- 1.0 Develop vehicular detour plan
- 1.8 Railroad, Transit, and/or Airport Coordination
- 1.9 Project Manager Coordination Meetings
- 1.10 Contract Maintenance and Project Documentation

6.0 Permits & Environmental – H&H, Masse

The CONSULTANT shall collect the data and information necessary to prepare the permit applications and obtain the environmental permits required to construct the project. The CONSULTANT shall prepare each permit application in accordance with the rules and/or regulations of the regulatory agency responsible for issuing a specific permit and/or authorization to perform the work. The permit application packages shall be approved by the COUNTY prior to submittal to regulatory agencies. The CONSULTANT shall develop and complete the following permitting tasks:

- 6.3 Analyze Existing Permits
- 6.4 Complete and Submit Permit Applications
- 6.5 Attend Technical Meetings

7.0 Utilities – Masse

The CONSULTANT is responsible for certifying that all necessary arrangements for utility work on this project have been made and will not conflict with the physical construction schedule. This task includes an analysis of the impacts of the project on utility providers and customers. The CONSULTANT will conduct a comprehensive utility coordination process with the Utility Agency Owners (UAOs) within the project limits to identify and verify the existing utilities. The CONSULTANT shall perform the following utilities-related activities:

- 7.1 Incorporate Existing Utility Facilities
- 7.2 Conflict Matrix
- 7.3 Identify and Incorporate Conflict Resolutions
- 7.4 Meetings

8.0 Signing and Pavement Marking Analysis – RJ Behar

The CONSULTANT shall analyze, complete, and document the following Signing and Pavement Markings Tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- 8.1 Master Design Files
- 8.2 Quantities



- 8.3 Cost Estimate
- 8.4 Other Signing and Pavement Marking

9.0 Signing and Marking Plans – RJ Behar

The CONSULTANT shall prepare a set of Signing and Pavement Marking Plans in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following:

- 9.1 Key Sheet
- 9.2 General Notes/Pay Items Notes
- 9.4 Plan Sheet

12.0 Lighting Analysis – RJ Behar

The CONSULTANT shall analyze, complete, and perform the following Lighting Analysis tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

- 12.3 Voltage Drop Calculations
- 12.4 Florida Department of Environmental Protection Coordination and Report (FDEP)
- 12.6 Design Documentation
- 12.8 Cost Estimate
- 12.10 Other Lighting Analysis
- 12.12 Technical Meetings

13.0 Lighting Plans – RJ Behar

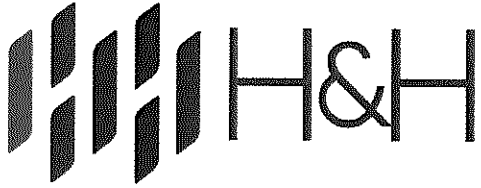
The CONSULTANT shall prepare a set of Lighting Plans in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that include the following:

- 13.1 Key Sheet
- 13.3 Pole Data, Legend and Criteria
- 13.4 Service Point Details
- 13.5 Special Details
- 13.6 Project Layout
- 13.7 Plan Sheet

19.0 Structures Plans – H&H, RJ Behar

The CONSULTANT shall analyze, design, and develop contract documents for structures in accordance with applicable provisions that include the following:

- 19.1 Key Sheet
- 19.2 Index of Drawings



- 19.3 Bridge Typical Section – Existing
- 19.4 Bridge Typical Section – Proposed
- 19.6 General Notes and Bid Items
- 19.7 Miscellaneous Details
- 19.9 Bridge Plans
- 19.10 Existing Bridge Plans
- 19.12 Quantities
- 19.13 Cost Estimate
- 19.17 Field Reviews
- 19.18 Technical Meetings

22.0 Median Span Concrete Bridge – RJ Behar

The CONSULTANT shall prepare plans for Medium Span Concrete Bridge that includes the following:

- 22.1 Overall Bridge Final Geometry
- 22.3 General Plan and Elevation
- 22.6 Miscellaneous Details
- 22.25 Bridge Deck Design
- 22.26 Bridge Deck Reinforcing and Concrete Quantities
- 22.30 Miscellaneous Superstructure Details
- 22.31 Preparation of Reinforcing Bar List
- 22.55 Load Ratings

24.0 Movable Span Bridge – H&H

The CONSULTANT shall prepare plans for Movable Span Bridge that includes the following:

Bascule Leaf Design

- 24.22 Sidewalk Design
- 24.23 Stringer Design
- 24.27 Sidewalk Bracket Design
- 24.28 Roadway Bracket Design

Bascule Leaf Detailing

- 24.39 Bascule General Plan and Elevation (GP&E)
- 24.40 Bascule Leaf Notes
- 24.41 Framing Plan
- 24.42 Flooring Plan and Details
- 24.43 Typical Section

Mechanical Design

- 24.60 Final Power Requirements



24.61 Trunnion Assembly

Mechanical Drive Design

- 24.64 Drive Shafts, Couplings, Keys, Bearings and Supports
- 24.65 Rack & Pinion, Bearings and Supports
- 24.66 Drive Train
- 24.67 Motor Brakes & Machinery Brakes

Machinery Detailing

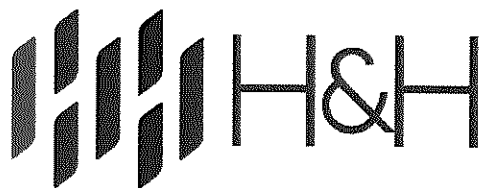
- 24.69 Machinery Layout
- 24.70 Machinery Elevation
- 24.71 Machinery Section
- 24.72 Trunnion Assembly
- 24.73 Drive Details
- 24.74 Span Locks

Electrical Design

- 24.81 Pier Lighting

Electrical Detailing

- 24.82 Electrical Plan and Elevation
- 24.83 Electrical Symbols and Abbreviations
- 24.84 Single/Three Line Diagram
- 24.85 Panelboard and Light Fixture Schedules
- 24.87 Control Desk/Panel Layout
- 24.88 Control Schematics
- 24.91 Navigation Lighting Details
- 24.93 Submarine Cable



ANTICIPATED REHABILITATION PHASE SCHEDULE OF KEY ACTIVITIES

Date	Milestone
6/27/2025	Anticipated NTP
7/11/2025	Kickoff Meeting
7/15/2025	Data Collection
9/9/2025	Prepare 35% Plans
11/14/2025	Submit 35% Plans
12/11/2025	Prepare and Submit Permits applications
12/11/2025	County Review 35% Engineering package
2/10/2026	Prepare 65% Plans
4/16/2026	Prepare & Submit Technical Special Provision
4/16/2026	Submit 65% Plans
4/27/2026	County Review 65% Engineering package
6/16/2026	Prepare 96% Plans
6/16/2026	Prepare Specification Package
8/6/2026	Submit 96% Plans
8/20/2026	County Review Phase 96% Engineering package
10/6/2026	100% Submittal
10/20/2026	County Review Phase 100% Engineering package
1/15/2027	Letting Date

Respectfully,

A handwritten signature in black ink, appearing to read 'Steve Hedge'.

Name
Title

Steve Hedge, PE
Project Manager

Estimate of Work Effort and Cost

Name of Project: Linton Blvd Bascule Bridge Repairs						Consultant Name: Hardesty & Hanover, LLC							
PBC Project Number: 2020600						Consultant Number:							
						Date: 4/21/2025							

Task Description	Total Staff Hours	Staff Categories										Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
		Principal Engineer	Project Manager 1	Chief Engineer 2	Chief Engineer 1	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Mechanical Engineer				
		✓ \$110.00	✓ \$76.17	✓ \$95.00	✓ \$66.06	✓ \$81.43	✓ \$79.15	✓ \$70.67	✓ \$49.89	✓ \$50.00				
BASIC SERVICES														
1 General Task	✓ 144.0	0	38	14	14	14	15	15	17	17	✓ 144.0	✓ \$10,514.75	\$73.02	
6 Permits & Enviromental	✓ 40.0	3	3	4	5	5	5	5	5	5	✓ 40.0	✓ \$3,024.51	\$75.61	
19 Structures Plans	✓ 312.0	14	25	37	37	37	37	37	44	44	✓ 312.0	✓ \$23,094.88	\$74.02	
24 Movable Span	✓ 2260.0	90	181	272	271	271	271	271	317	316	✓ 2260.0	✓ \$167,132.91	\$73.95	
Total Staff Hours (Basic Services)		✓ 2766.0	✓ 107	✓ 247	✓ 327	✓ 327	✓ 327	✓ 328	✓ 328	✓ 383	✓ 382	✓ 2766.0		
Total Staff Cost (Basic Services)			✓ \$11,770.00	✓ \$18,813.99	✓ \$31,065.00	✓ \$28,141.62	✓ \$26,627.61	✓ \$25,961.20	✓ \$23,179.76	✓ \$19,107.87	✓ \$19,100.00	✓ \$203,767.05		\$ 73.94

EBO SBE Calculation for this Fee Summary	SBE \$	Non-SBE \$
Prime		✓ \$546,095.69
Subconsultant (RJ Behar)	✓ \$125,322.24	
Subconsultant (MASSE)	✓ \$56,664.74	
Subconsultant (KTA)		✓ \$7,234.54
Totals	✓ \$181,986.98	✓ \$553,330.23

Basic Services:	
Salary Related Costs:	✓ \$203,767.05
Contract Multiplier	✓ 2.68
Subtotal Basic Services (Prime Firm)	✓ \$546,095.69
Basic Services (RJ Behar)	✓ \$125,322.24
Basic Services (MASSE)	✓ \$56,664.74
Subtotal Basic Services (Subconsultants)	✓ \$181,986.98
Basic Services Total:	✓ \$728,082.67

Reimbursables:	
Subconsultant (KTA)	✓ \$7,234.54
Reimbursables Total:	✓ \$7,234.54
Grand Total Estimated Fees:	✓ \$735,317.21

Project Activity 1: General Tasks						
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
1.8	Railroad, Transit, and/or Airport Coordination	LS	1	8	✓ 8	
1.9	Project Manager Coordination Meetings	LS	1	24	✓ 24	See meetings list below
1.10	Contract Maintenance and Project Documentation	LS	1	112	✓ 112	
1. General Tasks Total					✓ 144	
3.6 - List of Project Manager Meetings		Units	No of Units	Hours/ Unit	Total Hours	Comments
Environmental		EA	6	2	✓ 12	Agency meeting plus follow-up: USCG, SFWMD, USACE.
Structures - Approach		EA	2	2	✓ 4	
Structures - Movable		EA	2	2	✓ 4	
Lighting		EA	2	2	✓ 4	Roadway lighting for entire bridge
Total Project Manager Meetings					✓ 24	Total PM Meeting Hours carries to Task 1.9 above

Project Activity 6: Permits Environmental

Project Activity 6: Permits & Environmental

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
6.4	Complete and Submit All Required Permit Applications	EA	1	40	✓ 40	Prepare the following analysis and calculations regarding the directional bore and deliver to Masse for incorporation into the permit package (includes minor revisions to address agency comments): - Analysis of available geotechnical information. - Preparation of frac-out and Delft calculations for horizontal directional drilling for the proposed submarine duct system.
6. Permits and Enviromental Total					✓ 40	

Project Activity 19: Structural Plans									
Task No.	Task	Units	Design and Production Staffhours			Comments			
			No. of Units	Hours per Unit or Sheet	Total				
19.1	Key Sheet	Sheet	1	8	✓ 8	Prepare Key Sheet			
19.2	Index of Drawings	Sheet	2	8	✓ 16	Prepare Index of Sheets			
19.6	General Notes and Bid Items	Sheet	2	16	✓ 32	Develop general notes and bid items notes.			
19.7	Miscellaneous Details	EA	2	40	✓ 80	Design and detail access platform for traffic gates including underanchors connection calculations.			
19.10	Existing Bridge Plans	LS	1	4	✓ 4	Label and incorporate existing bridge plans			
19.12	Quantities	LS	1	36	✓ 36	Determine structure pay items and quantities update with each submittal: 35%- 24 HRS 65% 4 HRS 96% - 4 HRS Final Plans 4 HRS.			
19.13	Cost Estimate	EA	2	24	✓ 48	Prepare initial and final cost estimate with pay items.			
19.17	Field Reviews	EA	8	8	✓ 64	2 Mechanical Engineers x 8hr/Day * 2 Days = 32 2 Structural Engineers x 8hr/Day * 1 Day = 16 2 Electrical Engineers x 8 hr/Day * 1 Day = 16			
19.18	Technical Meetings	LS	1	0	✓ 24				
19. Structures - Structural Plans Total					✓ 312				
Technical Meetings		Units	No of Units	Hours/ Unit	Total Hours	Comments			PM Attendance at Meeting Required?
Regulatory Agency		EA	4	2	✓ 8				
Local Governments (cities, counties)		EA	4	2	✓ 8				
Utility Companies		EA	4	1	✓ 4				
Subtotal Technical Meetings					✓ 20				
Phase Review Meetings		EA	4	1	✓ 4	PM attendance at Phase Review Meetings is manually entered on General Task 3			
Total Meetings					✓ 24	Total Project Manager Meetings (carries to Tab 3)			

Project Activity 24: Movable Span Bridge						
Task No.	Task	Unit	No. of Units	Hours/ Unit or Sheet	Total Hours	Comments
Bascule Pier Dimensions - Detailing						
24.10	Pier Plan Views	Sheet	2	32	✓ 64	Plan view showing dimensions and layout of pier at deck level showing new pedestrian railing and inboard traffic barrier, and machinery level showing new machinery.
24.11	Pier Elevation Views	Sheet	2	24	✓ 48	Elevation views showing control house on one side, and pedestrian railing on opposite side.
24.12	Pier Sections	Sheet	2	24	✓ 48	Transverse and longitudinal sections showing new machinery.
Bascule Leaf Design						
24.22	Sidewalk Design	LS	1	24	✓ 24	Design steel aluminum plates and supports.
24.23	Stringer Design	LS	1	32	✓ 32	Design roadway stringers including connections to floor beams.
24.27	Sidewalk Bracket Design	LS	1	32	✓ 32	Design sidewalk cantilever brackets supporting sidewalk and connection to main girder (pedestrian load only).
24.28	Roadway Bracket Design	LS	1	32	✓ 32	Design roadway cantilever brackets supporting sidewalk and connection to main girder (occasional wheel load).
Bascule Leaf Detailing						
24.39	Bascule GP&E	Sheet	1	24	✓ 24	Enlarged bascule span half section/half elevation showing channel clearances, overall dimensions, bascule pier levels, etc.
24.40	Bascule Leaf Notes	Sheet	1	24	✓ 24	Notes addressing steel requirements, counterweight, decking, erection, etc.
24.41	Framing Plan	Sheet	1	8	✓ 8	Structural framing layout depicting the location and plan dimensions of the main girders, bracing, and floor beams.
24.42	Flooring Plan and Details	Sheet	3	24	✓ 72	Layout depicting the location and plan dimensions of the steel grating and centerline of support elements (1 sheet). Details of steel grating panels and connection to steel framing (2 sheets).
24.43	Typical Section and Finish Grade Elevations	Sheet	2	24	✓ 48	Section views depicting the primary structural elements and overall cross section dimensions. Show existing typical section with elements to be removed and new typical section with elements to be installed.
24.44	Girder Elevation	Sheet	1	8	✓ 8	Elevation view showing the web and flange geometry, stiffeners, splice, and floor beam locations of existing main girder. Elevation view to be shown with framing plan and general plan and elevation.
24.58	Counterweight Details	Sheet	2	24	✓ 48	Details of existing counterweight box showing general geometry, pockets locations and balance blocks configuration. Plan view, transverse section, and longitudinal section of both counterweights (assume 2 sheets).
Mechanical Design						
24.60	Final Power Requirements	LS	1	32	✓ 32	Calculation of required torque.High range with single motor operation and/or manual emergency drive.
24.61	Trunnion Assembly	LS	1	80	✓ 80	Replace trunnion hub fasteners with torqued H.S. turned bolts - 12 hours. Perform fatigue check on trunnion shaft and bearing pressure check on bushings due to added dead load from wheel paths - 68 hrs
Mechanical Drive Design						
24.64	Drive Shafts, Couplings, Keys, Bearings and Supports	LS	1	60	✓ 60	Replace existing couplings, keys, and all drive shafts (if needed) incidental to machinery that is to be replaced. Machinery to be replaced will be determined after inspection and also dependent on added loads from wheel paths. Also will replace existing auxiliary drives.

Task No.	Task	Unit	No. of Units	Hours/ Unit or Sheet	Total Hours	Comments
24.65	Rack & Pinion, Bearings and Supports	LS	1	80	✓ 80	Check existing rack and main pinion for loads associated with wheel paths. Replace turned bolts in racks.
24.66	Drive Train	LS	1	80	✓ 80	Check for adequacy of primary reducer, intermediate open gearing, and bearings to handle wheel path loads.
24.67	Motor Brakes & Machinery Brakes	LS	1	140	✓ 140	Replace existing motor brakes. Retain existing machinery brake HPU. If replacement of existing primary reducer is necessary, furnish new machinery brakes. Hours beyond standard guidelines because the machinery brakes require hydraulic design and detailing.
Machinery Detailing						
24.69	Machinery Layout	Sheet	1	40	✓ 40	1 Sheet - Zoomed Plan/Elevation Identifying all mechanical sub-assemblies
24.70	Machinery Elevation	Sheet	3	32	✓ 96	1 Sheet - General Machinery Notes 1 Sheet - Machinery Plan View - Identifying items to be replaced, remain, or be modified 1 Sheet - Machinery Elevation Views - Identifying items to be replaced, remain, or be modified
24.71	Machinery Section	Sheet	3	28	✓ 84	1 Sheets- Machinery Sections 1 (Primary Reducer and Associated Machinery) 1 Sheet - Auxiliary Drive, couplings, supports 1 Sheet Machinery Tables Mid Range - the machinery is a combination of enclosed reducers and open gearing
24.72	Trunnion Assembly	Sheet	1	32	✓ 32	1 Sheet - Trunnion Hub Turned Bolts and Trunnion Assembly Low range - Scope of trunnion work limited to trunnion turned bolts and cleaning/painting
24.73	Drive Details	Sheet	3	40	✓ 120	1 Sheet - Rack turned bolts and callouts. 2 Sheet - Machinery Brake HPU and Hydraulic Schematic
24.74	Span Locks	Sheet	2	32	✓ 64	1 Sheet - Plan and Elevation of Assembly 1 Sheet - Replacement bronze bushings details
Electrical Design						
24.81	Pier Lighting	LS	1	24	✓ 24	Provide new & upgraded maintenance area lighting
Electrical Detailing						
24.82	Electrical Plan and Elevation	Sheet	1	16	✓ 16	Provide one sheet to show the following scope items: - Replace existing submarine cable - Provide new arm-type energy absorbing resistance barriers at far side - Provide new traffic gates, including all off-going locations - Provide pedestrian gates across all four sidewalk quadrants
24.83	Electrical Symbols and Abbreviations	Sheet	1	12	✓ 12	Provide one sheet of symbols and abbreviations.
24.84	Single/Three Line Diagram	Sheet	2	24	✓ 48	Provide two sheets to show the following scope items: - Replace existing submarine cable - Provide new arm-type energy absorbing resistance barriers at far side - Provide new traffic gates, including all off-going locations - Provide pedestrian gates across all four sidewalk quadrants
24.85	Panelboard and Light Fixture Schedules	Sheet	1	12	✓ 12	One sheet to show new & upgraded maintenance area lighting as well as other items in the panel schedule
24.86	Wire and Conduit Schedules and Diagrams	Sheet	4	32	✓ 128	Up to four sheets to show new junction boxes, conduits, and wire to feed new equipment
24.87	Control Desk/Panel Layout	Sheet	5	24	✓ 120	Provide the following sheets for scope item "Provide new relay-based control system, including control desk:" Control Desk Layout, Control Desk Details, Control Cabinet Layout, MCC Layout

Task No.	Task	Unit	No. of Units	Hours/ Unit or Sheet	Total Hours	Comments
24.88	Control Schematics	Sheet	25	16	✓ 400	Detail control logic for the scope item "Provide new relay-based control system, including control desk" with up to 25 sheets.
24.91	Navigation Lighting Details	Sheet	1	8	✓ 8	One sheet to show new span-mounted navigational lights
24.93	Submarine Cable	Sheet	3	24	✓ 72	Provide up to three sheets to detail replacement of the existing submarine cable
24. Structures - Movable Span Total					✓ 2260	



R.J.Behar & Company, Inc.
Engineers • Planners

May 7, 2025

Mr. Steve Hedge, PE
Hardesty & Hanover, LLC
3250 W. Commercial Blvd.
Suite 348
Ft. Lauderdale, FL 33309

Linton Blvd. Bascule Bridge over ICWW
Palm Beach County Project No. 2020600 – Rehabilitation of Approach
Spans

SCOPE OF SERVICES FOR RJ BEHAR & CO., INC.

1.0 PROJECT DESCRIPTION

- 1.1 Palm Beach County's Road and Bridge Division has determined it is necessary to perform bridge repairs for the existing bascule bridge at Linton Blvd. over the Intracoastal Waterway in Delray Beach, Florida.

2.0 BASIS OF SCOPE

As subconsultant to Hardesty & Hanover (H&H) for this project, we will provide the following services:

2.1 Basic Services

Structures

- Field review of approach spans to confirm the RFP deficiencies.
- Load rating of the existing condition and of the final condition after repairs are made
- Replace obsolete existing barrier rail with metal pedestrian barrier.
- Add FDOT std. vertical face retrofit on inside of sidewalk for vehicle traffic.
- Median Repairs at west end of bridge.
- TSP for concrete repair.
- Joint seals – Replace all joints seals in the approach spans. A Florida Department of Transportation (FDOT) standard pourable seal will be utilized. This is in addition to the RFP but is highly recommended and affordable repair to protect the under deck components from corrosion.

Signing and Pavement Marking

Analysis

- Restripe the approach spans
- Analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.
- perform FDOT and MUTCD compliant signing and pavement markings within the Project limits.

12788 Forest Hill Blvd., Suite 2003 B Wellington, FL 33414 Ph: 561-333-7000 f: 561-333-7001

- prepare the Signing & Marking Design file to include all necessary design elements and all associated reference files.
- All the work required to determine the quantities for each plan sheet.

Plans

- Prepare a set of Signing and Pavement Marking Plans in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that includes the following sheets necessary to convey the intent and scope of the Project for the purposes of construction: Key Sheet, Tabulation of Quantities, General Notes/Pay Item Notes, and Plan Sheets.

Lighting

- Replace the existing poles, ensuring they match as closely as possible to the current ones or at least align with the architectural aesthetic. The new poles will be designed in accordance with the American Society of Civil Engineers version 7 (ASCE-7) Wind Load Map and will use the same base, if feasible. However, please note that since the base was not originally designed with the current ASCE-7 wind load in mind, it may be a challenge to find a suitable product, and we may need to explore a custom solution.
- The new lighting will be turtle nest friendly and will also be shielded to avoid affecting nearby residences.

3.0 DESIGN SCHEDULE

The design schedule is TBD.

4.0 DELIVERABLES

A digitally signed and sealed set of plans and TSP and calcs where necessary.

Please do not hesitate to contact me should you have any questions or require any additional information at (954) 680-7771 or by email at gdover@rjbehar.com

Sincerely,



Gregory Dover, PE
Project Manager
R.J. BEHAR & COMPANY, INC.

Estimate of Work Effort and Cost									
Name of Project: Linton Blvd Bascule Bridge Repairs						RJ Behar & Company			
PBC Project Number: 2020600									
						Date 4/22/2025			
Task Description		Total Staff Hours	Staff Categories				Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
			Chief Engineer	Senior Engineer	Engineer 2	Engineering Intern			
			✓ \$90.00	✓ \$77.00	✓ \$62.82	✓ \$38.57			
BASIC SERVICES									
8	Signing & Pavement Marking Analysis	✓ 91.0	18	18	23	32	✗ 91.0	✓ \$5,685.10	\$62.47
9	Signing & Pavement Marking Plans	✓ 26.0	5	5	7	9	✗ 26.0	✓ \$1,621.87	\$62.38
12	Lighting Analysis	✓ 75.0	17	17	19	22	✗ 75.0	✓ \$4,881.12	\$65.08
13	Lighting Plans	✓ 99.0	20	20	25	34	✗ 99.0	✓ \$6,221.88	\$62.85
19	Structures Plans	✓ 142.0	28	29	38	47	✗ 142.0	✓ \$8,952.95	\$63.05
22	Medium Span Concrete Bridge	✓ 230.0	46	46	58	80	✗ 230.0	✓ \$14,411.16	\$62.66
Total Staff Hours (Basic Services)		✓ 663.0	✓ 134	✓ 135	✓ 170	✓ 224	✗ 663.0		
Total Staff Cost (Basic Services)			✓ \$12,060.00	✓ \$10,395.00	✓ \$10,679.40	✓ \$8,639.68		✓ \$41,774.08	\$ 63.01
Basic Services:									
Salary Related Costs:						✓ \$41,774.08			
Contract Multiplier						✓ 3.00			
Subtotal Basic Services (Prime Firm):						✓ \$125,322.24			

Project Activity 8: Signing Marking Analysis

Project Activity 8: Signing & Marking Analysis						
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
8.1	Master Design Files	EA	1	40	✓ 40	30 hrs set up + 40 hr per mile (40 x0.26=10 hrs) =40hrs
8.2	Quantities	EA	1	15	✓ 15	Preparation of quantities
8.3	Cost Estimate	LS	1	12	✓ 12	4 hrs x 3 submittals (35%, 65%, & 96%) =12 hrs
8.4	Other Signing and Pavement Marking	EA	1	24	✓ 24	Field review and meetings
8. Signing & Marking Analysis Total					✓ 91	

Project Activity 9: Signing And Pavement Marking Plans

Project Activity 9: Signing And Pavement Marking Plans						
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
9.1	Key Sheet	EA	1	6	✓ 6	
9.2	General Notes/Pay Item Notes/Summary of Quantities	EA	1	5	✓ 5	Preparation of quantities
9.4	Plan Sheet	EA	3	5	✓ 15	
9. Signing and Pavement Marking Plans Total					✓ 26	

Project Activity 12: Lighting Analysis

Project Activity 12: Lighting Analysis						
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
12.3	Voltage Drop Calculations	EA	1	10	✓ 10	Voltage drop calculation will be included.
12.4	FDEP Coordination and Report	LS	1	20	✓ 20	Coordinating with the Florida Department of Environmental Protection (FDEP) and preparing a report for regulatory compliance, environmental assessments, or permitting purposes.
12.6	Design Documentation	LS	1	5	✓ 5	Specifications will be included as construction documents.
12.8	Cost Estimate	EA	1	10	✓ 10	Cost Estimate will be provided for bidding process.
12.10	Other Lighting Analysis	LS	1	20	✓ 20	Florida Fish and Wildlife Conservation Commission (FWC) Coordination on Turtle friendly lighting
12.12	Technical Meetings	EA	1	10	✓ 10	Maintaining Agency (cities, counties)
12. Lighting Analysis Total					✓ 75	

Project Activity 13: Lighting Plans

Project Activity 13: Lighting Plans						
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
13.1	Key Sheet	Sheet	1	10	✓ 10	Develop Key Sheet
13.3	Pole Data, Legend and Criteria	Sheet	1	7	✓ 7	Estimated circuit for retrofitting 6 poles with new fixtures.
13.4	Service Point Details	Sheet	1	12	✓ 12	Load calculation to determine the capacity of the connection point.
13.5	Special Details	Sheet	2	20	✓ 40	Details will be required for each pole to be retrofitted with a new fixture. Connection Point Installation Detail and Pole Base Detail.
13.6	Project Layout	Sheet	1	6	✓ 6	A site plan will be provided.
13.7	Plan Sheet	Sheet	1	24	✓ 24	
13. Lighting Plans Total					✓ 99	

Project Activity 19: Structural Plans

Project Activity 19: Structural Plans

Task No.	Task	Units	Design and Production Staffhours			Comments	
			No. of Units	Hours per Unit or Sheet	Total		
19.3	Bridge Typical Section - Existing	EA	1	6	✓ 6	approach spans only	
19.4	Bridge Typical Section - Proposed	EA	1	4	✓ 4	approach spans only	
19.9	Bridge Plans	LS	4	2	✓ 8	This is to include standard plans. Includes reasearch for applicability. Standards anticipated are 1. vertical face retrofit 2. pedestrian rail 3. light pole pilaster base - bridge 4. poured joint	
19.12	Quantites	EA	2	16	✓ 32	Compute Qtys and Provide sumary of quantities for bridge rehab plans sheet for crack and spall/delam repairs (24 hrs) Provide summary of pay items sheet (8 hrs) Total = 32 hours	
19.13	Cost Estimate	EA	3	4	✓ 12	submit at 35%, 65%, and 96%, 4 hrs ea.	
19.14	Technical Special Provisions and Modified Special Provisions	LS	1	24	✓ 24	TSPs anticipated are 1. Concrete Repair	
19.17	Field Reviews	EA	2	16	✓ 32	Design level field inspection for 19 spans x 2 bridges =38 spans. Top-side elements will be visual inspection. Below deck will be drone inspection to confirm findings of previous inspection report. 2 people for 2 days at 8 hours per day. If new top side bucket inspection is warranted, it will be optional services. Includes photo cataloging and field report.	
19.18	Technical Meetings	LS	1		✓ 24	Meeting with County to discuss technical approach to rehab. 2ppl @ 2 hrs ea.	
19. Structures - Structural Plans Total					✓ 142		
Technical Meetings		Units	No of Units	Hours/ Unit	Total Hours	Comments	PM Attendance at Meeting Required?
90/100% Comment Review		EA	2	2	✓ 4	comment resolution meeting at 90/100 percent Assume 2 mtg, 2 ppl wih USACE and with Water Agency	
Regulatory Agency		EA	2	2	✓ 4		
Local Governments (cities, counties)		EA	4	2	✓ 8	Assume 2 mtg, 2 ppl	
Utility Companies		EA	2	2	✓ 4	Assume 1 mtg, 2 ppl	
Other Meetings		EA	2	2	✓ 4	meetings as needed for agency, utilities, or local gov.	
Subtotal Technical Meetings					✓ 24		
Total Meetings					✓ 24	Total Project Manager Meetings (carries to Tab 3)	

Project Activity 22: Medium Span Concrete Bridge

Project Activity 22: Medium Span Concrete Bridge

Task No.	Task	Units	No. of Units	Hours/ Unit or Sheet	Total Hours	Comments
General Layout Design and Plans						
22.1	Overall Bridge Final Geometry	LS	1	2	✓ 2	Dimension confirmation for typical sections
22.3	General Plan and Elevation	Sheet	4	4	✓ 16	Add approach span scope items to GPE
22.6	Miscellaneous Details	Sheet	1	28	✓ 28	load rating summary table (8 hrs) demolition details for median (8 hrs) demolition details for outer barrier (8 hrs) expansion joint replacement details (4 hours) Total special details sheets = 28 hours
Superstructure Deck Design and Plans						
22.25	Bridge Deck Design	EA Section	2	28	✓ 56	Traditional deck design for overhang = 32 hours. Traditional deck design for median = 24 hours (assume some repetition) Total = 56 hours
22.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	1	4	✓ 4	
22.30	Miscellaneous Superstructure Details	Sheet	1	76	✓ 76	Modifications to overhang for spall repair, new pedestrian barrier & vertical face retrofit (1 sheet 40 hours) Modifications to median which has deteriorated at west end of bridge (1 sheet 24 hours) Modifications to deck for new light pole pilaster (1 sheet 12 hours) Total = 76 hours
Reinforcing Bar Lists						
22.31	Preparation of Reinforcing Bar List	Sheet	1	12	✓ 12	Additoinal rebars may be needed at deteriorated overhangs and deteriorated median at west end
Load Rating						
22.55	Load Ratings	Per Beam	3	12	✓ 36	There are 3 span lengths, 68'-6" typical span, 44'- 1 ¾ for Span 9, and 57'5" for span 11. Single span arrangement. Therefore for 2 runs per span length (interior and exterior girder), it would be 2*6= 12 hours per span. Total = 3 spans*12 = 36 hours.
22. Medium Span Concrete Bridge Total					✓ 230	



Rev 03 Date: May 7, 2025

Date: January 23, 2025

To: Michael Sileno, P.E.
Project Manager
Hardesty & Hanover, LLC
3250 W. Commercial Boulevard, Suite 348
Fort Lauderdale, FL 33309

Re: **Scope of Services**
LINTON BOULEVARD BASCULE BRIDGE BASCULE REPAIR
PALM BEACH COUNTY PROJECT NO.: 2020600

Dear Mr. Sileno:

Masse Consulting Services, LLC (Masse Consulting) is pleased to provide you with this scope of professional services for the above-referenced project described below.

PROJECT DESCRIPTION

As a sub-consultant to Hardesty & Hanover, LLC, Masse Consulting will provide professional engineering services in connection with the existing Linton Boulevard Bascule Bridge Repair over the Intracoastal Waterway in Palm Beach County. The project involves developing rehabilitation plans for structural, mechanical, and electrical repairs to extend the service life of the existing bridge. The length of the bridge is approximately 1,431 LF (0.271 miles).

Masse Consulting’s scope of services will be limited to the following services: Temporary Traffic Control Plan (TTCP), Utility Coordination, and Permits as described under the Scope of Services.

The plans and construction documents will be prepared in accordance with the following design standards:

- Palm Beach County Thoroughfare Roadway Design Procedures (January 2019).
- Manual of Uniform Minimum Standards for Design, Construction, and Maintenance for Streets and Highways, Commonly known as the Florida Greenbook, (2018 Edition).
- Palm Beach County Typical for Pavement Markings, Signing & Geometrics No. T-P-24
- Manual on Uniform Traffic Control Devices for Streets and Highways (2019 edition with revisions).
- South Florida Water Management District SFWMD Environmental Resource Permit Information Applicants Handbook, Vol. 1 & 2, effective June 2024.

SCOPE OF SERVICES

Masse Consulting will provide the following services: effective June 2024.

1. Temporary Traffic Control Plans (TTCP)

Scope of Services
LINTON BOULEVARD BASCULE BRIDGE BASCULE REPAIR
PALM BEACH COUNTY PROJECT NO.: 2020600

Masse Consulting will develop a vehicular detour route for the bridge closure for repair works in phases. The plans will be prepared on 11" x 17" with an aerial background.

6. Permits

Permits from the following agencies are required: South Florida Water Management District (SFWMD) Right-of-Way permit, United States Coast Guard (USCG), and U.S. Army Corps of Engineers (USACE). No Environmental Resource Permits (ERP) or dewatering permits from SFWMD are anticipated for the proposed maintenance work on the existing bridge. Masse Consulting will be responsible for preparing and submitting the required permit applications. All plans, supporting documents, permit sketches, and any modifications will be provided by the prime consultant, Hardesty & Hanover. Masse Consulting will provide the following services:

- 6.3 Analyze Existing Permits
- 6.4 Complete and submit permit applications, respond to requested additional information, and obtain permits
- 6.7 Attend Technical Meetings

7. Utilities

Masse Consulting Services will assist the county in utility coordination by providing plans for initial utility contact and all other utility coordination, preparing meeting minutes, and following up on action items. In addition to these general tasks, Masse Consulting will provide the following services:

- 7.1 Incorporate existing utility facilities
- 7.2 Prepare utility conflict matrix
- 7.3 Identify and incorporate conflict resolutions
- 7.4 Attend three (3) Meetings

SUBMITTALS AND DELIVERABLES

All deliverables to Hardesty & Hanover, LLC will be only in PDF format.

EXCLUDED SERVICES

Design of any utility relocation work.

We are looking forward to working with you on this project. Should you have any questions, please feel free to contact us.

Sincerely,



Basher Khan, P.E.
Manager

Project Staff Hour Summary

Name of Project: Linton Boulevard Bascule Bridge Bascule Repair							Consultant Name: MASSE CONSULTING SERVICES, LLC		
PBC Project Number: 2020600							Consultant Proj. Number: 2025-101		
							Date: 1/23/2025		
Task Description	Total Staff Hours	Staff Categories					Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
		Principal Engineer ✓ \$85.00	Project Manager ✓ \$80.00	Senior Engineer ✓ \$70.00	Project Engineer ✓ \$56.00	Engineering Intern ✓ \$37.00			
BASIC SERVICES									
1 Temporary Traffic Control Plans (TTCP)	✓ 60	6	9	15	18	12	✓ 60	✓ \$3,732.00	\$ 62.20
6 Permits & Environmental	✓ 134	14	40	40	40	0	✓ 134	✓ \$9,430.00	\$ 70.37
7 Utilities	✓ 116	12	17	29	35	23	✓ 116	✓ \$7,221.00	\$ 62.25
Total Staff Hours (Basic Services)		✓ 32	✓ 66	✓ 84	✓ 93	✓ 35	✓ 310	✓ \$20,383.00	\$ 65.75
Total Staff Cost (Basic Services)		✓ \$2,720.00	✓ \$5,280.00	✓ \$5,880.00	✓ \$5,208.00	✓ \$1,295.00			
							Basic Services:		
							Salary Related Costs: ✓ \$20,383.00		
							Contract Multiplier ✓ 2.78		
							Subtotal Basic Services: ✓ \$56,664.74		
							Basic Services Total: ✓ \$56,664.74		
							Total Estimated Fees: ✓ \$56,664.74		

Project Activity 1: Temporary Traffic Control Plans (TTCP)						
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
1.0	Develop vehicular detour plan	LS	1	60	✓ 60	11"x17" sheet on aerial background
1. Temporary Traffic Control Plans (TTCP) Total					✓ 60	

Project Activity 6. Permits & Environmental						
Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
6.3	Analyze Existing Permits	LS	1	30	✓ 30	Review and research existing permits from three agencies
6.4	Complete and Submit Permit Applications	LS	1	80	✓ 80	Prepare permit applications (3x16 hrs), and response to RAIs (32 hrs) for agencies
6.7	Attend Technical Meetings	EA	3	8	✓ 24	Three meetings (one meeting for each agency), two persons, include preparation for meeting and minutes
6. Permits and Environmental Total					✓ 134	

Project Activity 7: Utilities						
Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Incorporate Existing Utility Facilities	LS	1	48	✓ 48	Develop initial utility contact plan (16 hrs), Follow up with PBC & provide PDF files (8 hrs), Collect and review plans & incorporate (24 hrs)
7.2	Conflict Matrix	EA	1	24	✓ 24	Prepare conflict matrix and coordinate with utility owners (2 revisions)
7.3	Identify and Incorporate Conflict Resolutions	LS	1	32	✓ 32	Incorporate conflict resolution, prepare & submit plans at all phases, and follow up with utility owners
7.4	Meetings	EA	3	4	✓ 12	3 meetings (65%, 96% and 100%), 2 hrs/meeting incl. meeting prep, 2 persons
7. Utilities Total					✓ 116	



March 14, 2025
Email: shedge@hardestyhanover.com

Mr. Steve Hedge, PE
Senior Lead Structural Engineer
Hardesty & Hanover
3250 Commercial Blvd.
Suite 348
Ft. Lauderdale, FL33309

SUBJECT: KTA-Tator, Inc. Scope for a Coating Condition Assessment and Plan Notes for the Repair of the Linton Blvd Bascule Bridge Bascule Span and Flanking Spans Located in Palm Beach County, Florida. #Project 2020600

Mr. Hedge,

KTA-Tator, Inc. (KTA) Hardesty & Hanover (H&H) desires to have a coating condition assessment performed on the Linton Blvd Bridge, Project No. 2020600 in Palm Beach County, Florida. The purpose of the assessment is to develop painting rehabilitation plans that will assist the county in deciding the best approach for extending the service life based on the existing coatings condition. The assessment includes the steel bascule span, bearings and flanking spans.
KTA's approach and assessment steps are:

The KTA approach to the coating condition assessment that is used to develop plans for the painting of structures involves a systematic approach for the decision making concerning the following:

- 1. To do nothing.
- 2. Spot repair or zone painting.
- 3. Spot repair and full over coat.
- 4. Full removal and replacement of the existing coating system.

Structures are evaluated for the following for the decision-making process:

- 1. Consider the length of service time left for the structure.
- 2. Visual percentage of rust.
- 3. Existing dry film thickness.
- 4. Adhesion of existing coating to the substrate and between coats.
- 5. Number of layers and thickness of each layer.
- 6. Generic ID of existing coatings through laboratory analysis so compatibility with new coatings can be verified.
- 7. Collect samples and test existing coatings for toxic heavy metals.
- 8. Evaluate and recommend containment types and address all environmental issues or concerns.



KTA-Tator, Inc.	145 Enterprise Drive Pittsburgh, PA 15275	412-788-1300 www.kta.com
Local Offices: Connecticut, Florida, New York, Ohio, Texas		



Hardesty & Hanover

Repair of Linton Blvd Bridge Project # 2020600

January 14, 2025

Once the assessment and testing is complete KTA will supply a report within four weeks. An appropriate painting strategy will be selected, and plan notes developed for the prime consultant and county review.

Respectfully,

A handwritten signature in cursive script, reading 'Jay R. Richman'.

KTA-Tator, Inc.



Estimate of Work Effort and Cost

Name of Project:		Linton Blvd Bascule Bridge Repairs					
PBC Project Number:		2020600					
Consultant Name:		KTA-Tator, Inc.					
Date:		5/7/2025					
Task Description		Total Staff Hours	Staff Categories		Staff Hours By Activity	Salary Cost By Activity	Average Rate Per Task
			Project Manager / Sr. Coatings Consultant	Coating Consultant			
			✓ \$58.31	✓ \$37.22			
BASIC SERVICES							
19	Structures Plans	✓ 60.0	10	50	60.0	✓ \$2,444.10	\$40.74
Total Staff Hours (Basic Services)		✓ 60.0	✓ 10	✓ 50	✓ 60.0	✓ \$2,444.10	\$ 40.74
Total Staff Cost (Basic Services)			✓ \$583.10	✓ \$1,861.00			
Reimbursables Services:							
Salary Related Costs:						✓ \$2,444.10	
Contract Multiplier						✓ 2.96	
Subtotal Basic Services (Prime Firm):						✓ \$7,234.54	
Grand Total Estimated Fees:						✓ \$7,234.54	

Project Activity 9: Structural Plans

Project Activity 19: Structural Plans

Task No.	Task	Units	Design and Production Staffhours			Comments
			No. of Units	Hours per Unit or Sheet	Total	
19.17	Field Reviews	EA	1	8	✓ 8	Conduct visit to take samples
19.18	Coating assessment recommendations	LS	1	52	✓ 52	Prepare assessment report and reccomendations
19. Structures - Structural Plans Total					✓ 60	

**AFFIRMATIVE PROCUREMENT INITIATIVES
FOR PROFESSIONAL SERVICES CONTRACTS (API's)**

The API(s) approved for this project are shown below. Any proposal/response/bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Capitalized terms are defined as set forth in the EBO Ordinance. The Office of Equal Business Opportunity website at

<http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>

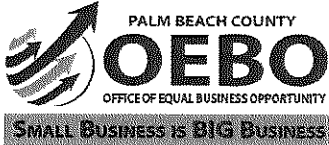
and incorporated herein by reference, includes all forms related to the EBO Program, including waiver forms and good faith documentation. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

Waiver Granted.



INTER-OFFICE MEMORANDUM

**Office of
Equal Business Opportunity**
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



**Palm Beach County
Board of County
Commissioners**

Maria Sachs, Mayor

Maria G. Marino, Vice Mayor

Gregg K. Weiss

Michael A. Barnett

Marci Woodward

Sara Baxter

Mack Bernard

County Administrator

Verdenia C. Baker

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

Date: Monday, July 29, 2024

To: David Ricks, County Engineer
Engineering and Public Works

From: Tonya Davis Johnson, Director *T. Johnson*
Office of Equal Business Opportunity

Re: Approval of Request for Waiver of API Requirements for
Linton Boulevard Bascule Bridge Professional Services
Contract Palm Beach County Project #2020600

Your Request for Waiver of API Requirements for the above named contract was received on Friday, July 26, 2024 and has been reviewed. It is the determination of the Office of Equal Business Opportunity (OEBO) that the request for Waiver of API Requirements is **APPROVED**.

The OEBO is granting this waiver based upon the determination that sufficient qualified S/M/WBEs providing the goods or services required by the contract are unavailable in Palm Beach County despite every reasonable attempt to locate them.

If you have any questions, please contact Allen Gray at 561-616-6842 or email at agray@pbc.gov.

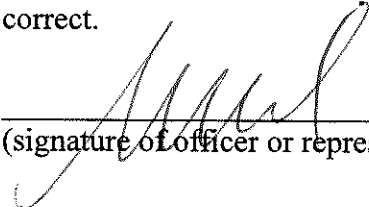
Thank you.

cc: Allen Gray, Manager

**NONGOVERNMENTAL ENTITY HUMAN
TRAFFICKING AFFIDAVIT (§ 787.06(13), Fla. Stat.)**
THIS AFFIDAVIT MUST BE SIGNED AND NOTARIZED

I, the undersigned, am an officer or representative of Hardesty& Hanover
(CONSULTANT) and attest that CONSULTANT does not use coercion for labor or services as
defined in section 787.06, Florida Statutes.

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and
correct.


(signature of officer or representative)

Michael Sileno, P.E. /Principal
(printed name of officer or representative)

State of Florida, County of Palm Beach

Sworn to and subscribed before me by means of ☒ physical presence or ☐ online notarization this,
27th day of May, 2025, by Michael Sileno.

Personally known ☒ OR produced identification ☐.

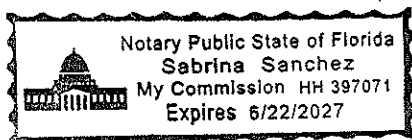
Type of identification produced _____.



NOTARY PUBLIC

My Commission Expires: 6-22-2027

State of Florida at large



(Notary Seal)

85



Palm Beach County
Compliance Summary Report

Vendor Number	Vendor Name	AM Best Rating	Insurance Carrier	Policy #	Eff. Date	Exp. Date	Coverage	Contract Number	Contract Name
DX00003122	Hardesty & Hanover, LLC		Compliant					2020600	Linton Boulevard Bascule Bridge - Bascule Repairs
		Ag , XV	Aspen American Insurance Company	CX009N724	8/1/2024	8/1/2025	Excess Liability		
		Ap , XV	National Union Fire Insurance Company of Pittsburg	GL9566090	8/1/2024	8/1/2025	General Liability		
		Ag , XV	Beazley Insurance Company, Inc.	V38122240101	9/1/2024	8/1/2025	Professional Liability		
		Ar , XV	New Hampshire Insurance Company	WC043172130	8/1/2024	8/1/2025	Workers Comp		

Risk Profile : Standard - Professional Services
Required Additional Insured : Palm Beach County Board of County Commissioners
Ownership Entity :

DISCLOSURE OF OWNERSHIP INTERESTS

TO: Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida

BEFORE ME, the undersigned authority, this day personally appeared Michael Sileno, hereinafter referred to as Affiant, who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

☐ an individual or

☒ the Principal (title) of Hardesty & Hanover (H+H) (firm).

The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 3250 W. Commercial Blvd, Suite 348
Fort Lauderdale, FL 33309

3. Attached hereto as **Exhibit A** is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

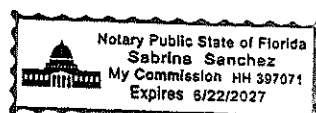
FURTHER AFFIANT SAYETH NAUGHT.

Michael Sileno, Affiant
(Print Affiant Name)

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17 day of December, 2024, by Michael Sileno (name) as Principal (title) for Hardesty & Hanover (firm), on behalf of the (choose one) corporation / company / partnership, who is ☒ personally known to me or has produced _____ (type of identification) as identification.

(Stamp/Seal)



Sabrina Sanchez
Notary Signature

Notary Public, State of Florida

SABRINA SANCHEZ
Print Notary Name

Commission Number HH 397071

My Commission Expires 6-22-2027

EXHIBIT A

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFLIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

[illegible]