Agenda Item #: 3 - C-2

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	December 15, 2020 [X]	Consent Workshop	[]	Regular Public Hearing
Department:	Engineering & Public Work	5		
Submitted By:	Engineering & Public Work			
Submitted For:	Roadway Production Divisio	n		

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

A) an Agreement with Avenir Development, LLC (Avenir) in the amount of \$1,684,655.12 for the design and construction of the 6-lane widening of Northlake Boulevard from 140th Avenue North to Coconut Boulevard (Segment Widening) as part of Palm Beach County's (County) widening of Northlake Boulevard from east of Hall Boulevard to east of Coconut Boulevard (Project); and

B) a budget amendment of \$1,684,655 in the Proportionate Share Fund - Zone 3 to recognize reimbursement funding from Avenir and appropriate it to the Project.

SUMMARY: Approval of this agreement will allow Avenir to reimburse the County \$1,684,655.12 for design and construction of the Segment Widening within the limits of the County's Project. The Segment Widening expands the County's Project to widen this portion of Northlake Boulevard from a 2-lane undivided roadway to a 6-lane divided roadway per Avenir's development order. The budget amendment is necessary to recognize the funding from Avenir for the design and construction modifications requested by Avenir for the Segment Widening. <u>Districts 1 and 6</u> (YBH)

Background and Justification: Avenir's development order requires it to widen Northlake Boulevard from 4-lanes to 6-lanes, from 140th Avenue North to State Road 7 Extension. County's Project widens Northlake Boulevard from a 2-lane undivided roadway to a 4-lane divided roadway from east of Hall Boulevard to east of Coconut Boulevard. The Segment Widening is within the limits of the Project currently under design. Avenir requested the County modify the Project to include the Segment Widening to satisfy a portion of Avenir's development condition to widen Northlake Boulevard, and agreed to pay directly to the County all design and construction costs attributable to the Segment Widening. Inclusion of these modifications while the Project is under design will ensure complete design, permitting and construction of Northlake Blvd as a 6-lane divided roadway within the limits of the Segment Widening.

Attachments:

- 1. Location Map
- 2. Agreement with Attachments "A" and "B" (2 originals)
- 3. Budget Amendment

W Recommended	by: <u>YBH</u> <u>County Engineer</u>	کل صار ۱۱/۱۶ مر Date
Approved By: _	Pal	12/9)20
	Assistant County Administrator	Date
N·\ROADWAY\AGREEMENT	SMISC Avenir - Northlake Blyd-Beeline Hun/BCC Anenda Item Avenir Design and Construction Funding Agent	dag

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years Capital Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2021 <u>\$1,684,656</u> <u>-0-</u> (\$1,684,656) <u>-0-</u> <u>-0-</u> <u>-0-</u>	2022 -0- -0- -0- -0- -0- -0- -0-	2023 -0- -0- -0- -0- -0- -0-	2024 -0- -0- -0- -0- -0- -0- -0-	2025 0- 0- 0- 0- 0- 0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget?YesNoXDoes this item include the use of federal funds?YesNoX

Budget Account No: Fund 3543 Dept 361

Unit 0966 Object 6505/6551/6693

Recommended Sources of Funds/Summary of Fiscal Impact: Proportionate Share Fund - Zone 3 Northlake Blvd/Seminole Pratt-Coconut

Design & Construction Costs	\$1,684,655.12
Developer Contribution	(\$1,684,655.12)
Fiscal Impact	\$ -0-

C. Departmental Fiscal Review:

III. <u>REVIEW COMMENTS</u>

A. OFMB Fiscal and/or Contract Dev. and Control Comments: 11/18/212 **OFMB** act Dev. and nti 8 21712020 **B**. Approved as to Form and Legal Sufficiency:

C. Other Department Review:

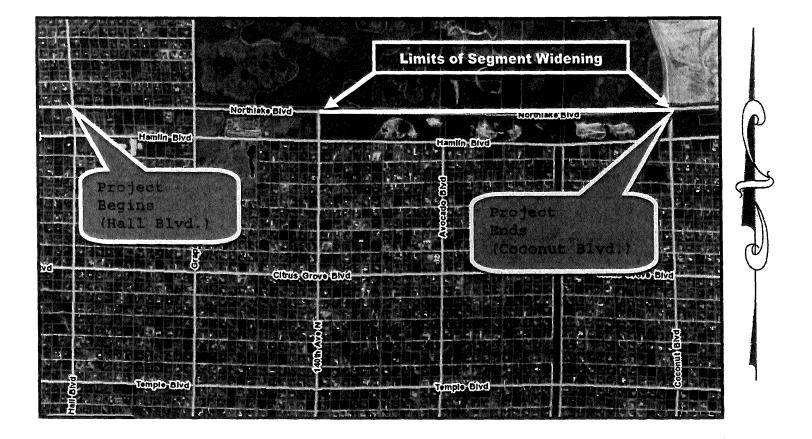
Department Director

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

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Attachment 1



NORTHLAKE BLVD., FROM 140th AVENUE NORTH TO COCONUT BLVD. PROJECT NO. 2003503B

LOCATION MAP

AHACHMENT 2

AGREEMENT BETWEEN PALM BEACH COUNTY AND AVENIR DEVELOPMENT, LLC, FOR IMPROVEMENT OF NORTHLAKE BOULEVARD, FROM 140TH AVENUE NORTH TO COCONUT BOULEVARD

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, by and between Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners ("County"), and Avenir Development, LLC, a Florida Limited Company, ("Avenir"), individually as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, Avenir Holdings, LLC has received conditions of approval for development of Avenir Planned Community Development ("Development"), pursuant to "Resolution 4, 2016" from the City of Palm Beach Gardens ("Resolution"); and

WHEREAS, Avenir Holdings, LLC and County entered into the Avenir Proportionate Share Agreement dated May 3, 2016, which includes the Northlake Widening, as an element of the payments required thereby; and

WHEREAS, on November 29, 2017, Avenir Holdings, LLC and Avenir entered into an Assignment of Development Rights and Obligations, pursuant to which Avenir Holdings, LLC has assigned all rights and obligations under the Resolution and the Avenir Proportionate Share Agreement to Avenir, and Avenir has assumed all such rights and obligations; and

WHEREAS, the Development has frontage and access along Northlake Boulevard and Avenir Holdings, LLC is required through Condition 30 of the Resolution to widen Northlake Boulevard from a 4-lane roadway to a 6-lane roadway from 140th Avenue North to State Road 7 (the "Northlake Widening"); and

WHEREAS, Avenir, along with Avenir Holdings, LLC, as required by Condition 17 of the Resolution, has conveyed free and clear right-of-way required for construction of the Northlake Widening to County; and

WHEREAS, Northlake Boulevard is a County owned and maintained road; and

WHEREAS, the Northlake Widening is scheduled in three segments as follows: (1) from 140th Avenue North to Coconut Boulevard (the "First Segment Widening"); (2) from Coconut Boulevard to Ibis Boulevard (the "Second Segment Widening"); and (3) from Ibis Boulevard to State Road 7 (the "Third Segment Widening"); and

WHEREAS, Avenir may construct all remaining segments of the Northlake Widening, or will otherwise pay the amounts set forth in the Avenir Proportionate Share Agreement, and is entitled to the County Roadway Impact Fee credits associated therewith as provided for in the Avenir Proportionate Share Agreement; and

WHEREAS, pursuant to Condition 30 of the Resolution, Avenir intends to construct the remainder of the Northlake Widening as portions of the three segments over time; and

WHEREAS, Northlake Boulevard, from east of Hall Boulevard to east of Coconut Boulevard, County Project 2003503B, as described in County's Five-Year Road Program, is under design for construction by County to widen it from a two (2) lane undivided roadway to a four (4) lane divided roadway (collectively, the design and construction phases referred to as the "Project"); and

WHEREAS, the First Segment Widening is within the limits of the Project, and Parties declare it to be in the public interest that the First Segment Widening be constructed by County concurrently with the Project (collectively the "Combined Project") in order to make the best use of resources and to minimize disruption to the public; and

WHEREAS, Avenir has agreed to fund all costs associated with the First Segment Widening as described in this Agreement; and

WHEREAS, the entry into this Agreement satisfies Avenir's responsibilities in the provision of Section 3.A of the Avenir Proportionate Share Agreement as to Avenir constructing the First Segment Widening and entitles Avenir to roadway impact fee credits as set forth in Section 4 of the Avenir Proportionate Share Agreement as though Avenir had directly constructed the First Segment Widening.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

- 1. <u>Recitals</u>. The above recitals are true and correct and are incorporated herein by this reference.
- <u>Purpose</u>. The purpose of this Agreement is to set forth the Parties' respective roles and obligations regarding the design, permitting, construction, inspection and funding of the First Segment Widening concurrently with the Project.

3. Avenir Responsibilities

- a. Avenir shall be responsible for payment to County for all engineering, design and permitting costs incurred by County that are attributable to the First Segment Widening, as shown in Attachment "A". Payment in the amount of Two Hundred Thirty-One Thousand, Three Hundred Seventy-Five Dollars and Fifty-Nine Cents (\$231,375.59) for design and permitting costs shall be paid within fifteen (15) calendar days of the <u>Effective Date</u> of this Agreement.
- b. Avenir shall be responsible for payment to County for all costs incurred by County attributable to the construction of the First Segment Widening ("First Segment Costs").

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- Estimated First Segment Costs as shown on Attachment "B" are approximately One Million Four Hundred Fifty-Three Thousand Two Hundred Seventy-Nine Dollars and Fifty-Three cents (\$1,453,279.53). The First Segment Costs include but are not limited to costs for construction, proportional share of "lump sum" items, contingency, utility relocation, construction engineering and inspection (CEI) and testing.
- 2. Final First Segment Costs shall be based upon contract unit prices and bid quantities for the Combined Project. Avenir will receive calculated quantities for the First Segment Widening prior to County's advertisement of bid for the construction of the Combined Project. Upon County's determination of the winning bid for the Combined Project, County shall calculate the final First Segment Costs, plus twenty percent (20%) contingency, utilizing the Combined Project contract quantities and unit prices (collectively, "Bid Costs"). County will submit the Bid Costs to Avenir for written concurrence and payment. Avenir shall remit payment of the Bid Costs to request for payment.
- 3. If the cost of the First Segment Widening upon County's final acceptance of the Combined Project exceeds the Bid Costs payment already made by Avenir to County in accordance with section 3.b.2 of this Agreement, Avenir shall remit payment for the difference to County within thirty (30) calendar days of the County's written request for payment.
- c. Avenir agrees that it shall not communicate with County's design consultant and/or contractors unless requested by County, and that any requests of Avenir regarding the design, permitting and construction of the First Segment Widening, shall be directed to County.

4. County Responsibilities

- a. County will design, permit, bid, award, and administer the contract to construct the Combined Project, and will include CEI services and certification of completion upon final acceptance of the construction of the Combined Project.
- b. County will provide estimated First Segment Widening quantities to Avenir no later than sixty (60) days prior to County's advertisement of bid for construction of the Combined Project.
- c. County will calculate and submit the Bid Costs to Avenir for payment in accordance with Section 3.b.2 of this Agreement. Bid Costs will be inclusive of proportional share of "lump sum" items, utility relocation, construction engineering and inspection (CEI) and testing as detailed in Attachment "B".

- d. County has sole discretion, authority of administration and control of the construction contract for the Combined Project and shall utilize its best efforts to award the Combined Project construction contract within one hundred eighty (180) calendar days of the receipt of all permits and final approval of the construction plans.
- e. County will own and maintain the First Segment Widening upon final acceptance of construction of the Combined Project.
- f. Upon County's final acceptance of the Combined Project, County shall perform and provide to Avenir accurate accounting of the final costs of First Segment Widening, based on measured quantities and contract unit prices. Should Avenir's Bid Costs payment already made to County as described in Section 3.b.2 of this Agreement exceed the cost of the First Segment Widening calculated upon County's final acceptance of the Combined Project, County shall refund the overpayment to Avenir within thirty (30) calendar days of final acceptance of the Combined Project by County.
- 5. <u>Liability</u>. Neither Party shall be deemed to assume any liability for the negligent or wrongful acts or omissions of the other Party. Nothing contained herein shall be construed as a waiver or expansion by the County of the liability limits established in Section 768.28 of the Florida Statutes. Avenir shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of Avenir's performance of the terms of this Agreement or due to the acts or omissions of Avenir.
- 6. Impact Fee Credits. It is understood that this Agreement satisfies a portion of the requirements of the Resolution and Section 3.A of the Avenir Proportionate Share Agreement related to the Northlake Widening. The Parties confirm and agree to the foregoing and that by complying with this Agreement, Avenir is entitled to impact fee credits for the First Segment Widening in accordance with Section 4 of the Avenir Proportionate Share Agreement. The impact fee credits associated with the First Segment Widening shall be available as follows: (1) upon payment of the design fee as required by Section 3.a, above, Avenir shall be entitled to Thirteen and 7/10 percent (13.7%) of the impact fee credits associated with the First Segment Widening and (2) upon payment of the Bid Costs as required by Section 3.b.2 above, Avenir shall be entitled to the remaining Eighty Six and 3/10 percent (86.3%) of the impact fee credits associated with the First Segment Widening in accordance with Section 4 of the Avenir Midening in accordance with Section 4 of the Avenir shall be entitled to the remaining Eighty Six and 3/10 percent (86.3%) of the impact fee credits associated with the First Segment Widening in accordance with Section 4 of the Avenir Proportionate Share Agreement, Avenir Broportionate Share Agreement. Consistent with the Avenir Proportionate Share Agreement, Avenir may assign these impact fee credits.
- 7. <u>Notice.</u> Any notice or other communication required or permitted to be given under this Agreement shall be in writing (including facsimile or electronically) and shall be delivered, as elected by the Party, by means of courier or messenger service, by facsimile or email (followed by mailing of hard copy by U.S. Mail), or by certified mail, postage prepaid, and certified

return receipt requested to the following addresses or such other addresses as the Parties may provide to each other in writing:

As to County:

With copy to:

As to Avenir:

With copy to:

Tanya N. McConnell, P.E., Deputy County Engineer
Palm Beach County Engineering and Public Works
Department
2300 North Jog Road
West Palm Beach, FL 33411

Attn: Roadway Production Division

Yelizaveta B. Herman, Esquire Palm Beach County Attorney's Office 301 North Olive Avenue, Suite 601 West Palm Beach, FL 33401

Manuel M. Mato Avenir Development, LLC 550 Biltmore Way, Suite 1110 Coral Gables, Florida 33134 mmato@waterstonebuilders.com

Rosa Eckstein Schechter, Esq. Avenir Development, LLC 550 Biltmore Way, Suite 1110 Coral Gables, Florida 33134 res@landstardevelopment.com

Either Party may update names or addresses above at any time by providing written notice to the other Party.

- 8. <u>Filing</u>. A copy of this Agreement shall be filed by County with the Clerk of the Circuit Court in and for Palm Beach County, Florida.
- 9. <u>Legal Fees</u>. Each Party shall bear its own costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms and conditions of this Agreement.
- 10. <u>Amendments</u>. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to by the Parties in writing and executed in the same manner, as was this Agreement.
- 11. <u>Venue</u>. This Agreement shall be construed and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon either Party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law existing at law or in equity or

by statute or otherwise. No single or partial exercise by either Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

- 12. <u>Preparation</u>. Preparation of this Agreement was a joint effort of the Parties and should not be construed more severely against one Party than the other.
- 13. <u>Non-Discrimination</u>. The Parties agree to comply with the County's Nondiscrimination Policy, as described in Resolution 2017-1770, as amended, and that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.
- 14. <u>Severability</u>. In the event any provision hereof is held invalid by a court of competent jurisdiction, the remaining portions of the Agreement shall remain in full force and effect.
- 15. <u>Entire Understanding</u>. This Agreement represents the entire understanding of the Parties and supersedes all other negotiations, representations or agreements, written or oral, relating to this Agreement.
- 16. Inspector General. The 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 Avenir, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
- 17. Contractual Relationship. County and Avenir are and shall be, in the performance of all work, services and activities under this Agreement independent contractors and not employees, agents or servants of the other Party. All County employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to County's sole direction, supervision, and control. All Avenir employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Avenir's sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Parties' relationship and the relationship of its employees to the other Party shall be that of an independent contractor and not as employees or agents of the other. The County and Avenir do not have the power or authority to bind each other in any promise, agreement or representation without the prior written consent of the other Party.

- 18. <u>Public Records</u>. Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if Avenir: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., Avenir shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. Avenir is specifically required to:
 - a. Keep and maintain public records required by the County to perform services as provided under this Agreement.
 - 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. Avenir 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 Agreement, if the Consultant does not transfer the records to the public agency.
 - d. Upon completion of the Agreement, Avenir shall transfer, at no cost to the County, all public records in possession of Avenir 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 Avenir transfers all public records to the County upon completion of the Contract, Avenir shall destroy any duplicate public records that are exempt, or confidential and exempt from public records upon completion of the Contract, Avenir keeps and maintains public records upon completion of the Contract, Avenir shall meet all applicable requirements for retaining public records. All records stored electronically by Avenir 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.

Failure of Avenir to comply with the requirements of this section shall be a material breach of this Agreement. 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. Avenir 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.

IF AVENIR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO AVENIR'S DUTY TO PROVIDE PUBLIC

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RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT <u>RECORDSREQUEST@PBCGOV.ORG</u> OR BY TELEPHONE AT 561-355-6680

- 19. <u>Waiver</u>. Waiver may only be effectuated through written notice and shall not be deemed a continuing waiver unless specifically so stated. Any waiver by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this Agreement, shall not be deemed a waiver with respect to any other default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.
- 20. <u>Legal Compliance</u>. County and Avenir shall abide by all applicable federal, State and local laws, orders, rules and regulations when performing under this Agreement. County and Avenir further agree to the inclusion of this provision in all subcontracts issued as a result of this Agreement.
- 21. <u>Waiver of Jury Trial</u>. 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 Agreement 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.
- 22. <u>Convicted Vendor List</u>. As provided in Sections 287.132-133, Florida Statutes, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, County shall have its contractor certify that their affiliates, suppliers and sub-consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof.
- 23. Scrutinized Companies.
 - A. As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, Avenir 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.
 - B. When contract value is greater than \$1 million: As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Avenir 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.

- C. If the County determines, using credible information available to the public, that a false certification has been submitted by Avenir, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.
- 24. <u>Survivability</u>. The obligations, rights, and remedies of the Parties hereunder, which by their nature are intended to survive the termination of this Agreement or the completion of the work related to this Agreement, shall survive such termination or work completion and inure to the benefit of the Parties.
- 25. <u>Third Party Beneficiaries</u>. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Avenir.
- 26. <u>Effective Date</u>. This Agreement shall be effective and binding upon the Parties hereto, once the Agreement has been signed by both Parties and filed with the Clerk of the Court in and for Palm Beach County, Florida.
- 27. <u>Counterparts and Transmission</u>. To facilitate execution, this Agreement may be executed in as many counterparts as may be convenient or required, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The executed signature page(s) from each original may be joined together and attached to one such original and it shall constitute one and the same instrument. In addition, said counterparts may be transmitted electronically (i.e., via facsimile or .pdf format document sent via electronic mail), which transmitted document shall be deemed an original document for all purposes hereunder.

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IN WITNESS WHEREOF, the Parties hereto have set their hands and seals on the day and date first written above.

AVENIR DEVELOPMENT, LLC, By Manuel M. Mato, President

ATTEST:

By Swich Chile or thosa

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

B

Rosa Eckstein Schechter, Esq.

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS By:

Mayor 3

ATTEST:

SHARON R. BOCK CLERK & COMPTROLLER

By:_

(Deputy Clerk)

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:

Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS

sin By: FOF

Scape & Fee OK

Attachment "A"

Palm Beach County **Roadway Production Division**

FM 10/22/2019 OK to porces a p scope 2 fec. No Kothmell 10/25/19

Northlake Boulevard from East of Hall Boulevard to Coconut Boulevard

> Scope and Fee Proposal **Supplemental Amendment 2** (2nd revision)

Palm Beach County Project Number 2003503B



2056 Vista Parkway, Suite 100 West Palm Beach, FL 33411

TELEPHONE: (561) 209-7459

CONTACT AND EMAIL: Ross Shillingford, P.E. rshillingford@stantec.com

October 21, 2019

SCOPE of SERVICES Supplemental Amendment No. 2

For Northlake Boulevard from East of Hall Boulevard to Coconut Boulevard Palm Beach County Project No. 2003503B

INTRODUCTION

Stantec Consulting Services, Inc. (Stantec) will provide additional professional engineering services to Palm Beach County (the County) for the Northlake Boulevard project. The original scope of improvements involves the reconstruction of Northlake Boulevard from East of Hall Boulevard to Coconut Boulevard to a four-lane divided roadway for 2.4 miles with the project tying-in to the existing 4-lane section west of Coconut Boulevard. This supplemental scope includes providing a six-lane divided roadway from west of 140th Ave to west of Coconut Blvd. instead of the four-lane divided section that is proposed in the original contract. The construction documents will be prepared as specified in the original contract.

The following services will be provided:

А. BASIC SERVICES Attachment "A"

1. Roadway Analysis and Plans

Stantec will provide the additional design analysis and prepare construction plans based on the change required to accommodate the 6-lane typical section and geometry. Submittals will be in accordance with the County's Thoroughfare Road Design Procedures including preparation of Horizontal/Vertical Master Design Files for submittal in accordance with the County's and FDOT's requirements.

Drainage Analysis, Plans and Permitting K-F Group Inc. will provide all supplemental drainage analysis, plans, and permitting services. See attached Drainage/Permitting Scope of Services.

3. Utility Coordination

Stantec will provide an updated utility conflict matrix based on the change required to accommodate the 6-lane typical section and geometry.

4. Signing and Pavement Marking Analysis and Plans

Stantec will provide all supplemental signing and pavement marking analysis and plans services based on the change required to accommodate the 6-lane typical section and geometry, and the expanded intersection at 140th Avenue N.

5. Signalization Analysis and Plans

Stantec will prepare a complete set of Signalization Plans in accordance with Palm Beach County's Typicals for Annual Signal Installation Contract and the Manual for Uniform Traffic Control Devices (MUTCD) for the intersection of Northlake Blvd. at 140th Avenue N. (fully expanded intersection with Mast Arm Design).

6. Miscellaneous Structures Design

Stantec will perform structural design and preparation of plans related to the miscellaneous structures required for the signal Mast Arms at 140th Avenue N. This is limited to the proposed traffic signals at 140th Avenue N.

Page 1 of 30

7. Environmental Services

ESA Scheda will provide all supplemental environmental services. See attached Environmental Permitting Scope of Services.

B. <u>REIMBURSABLE EXPENSES</u>

1. Geotechnical Services

Tierra South Florida, Inc. will provide additional geotechnical investigations related to the proposed Mast Arms at 140th Avenue N. See attached Proposal for Geotechnical Services.

2. Survey Services

Engenuity Group, Inc. will provide additional survey services based on the required Topographic and Tree Survey requirements at the described areas within the attached proposal for Survey Services.

Page 2 of 30

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: County: Palm Beach County FAP No.:	Northlake BN Palm Beach 2003503B n/a	/d fr E. of Hal	l Blvd. to W. of Coco	nut Blvd SA 2		isultant Name: Consultant No.: Date: Estimator:	Stantec Consu 215810778 10/21/2019 R. Shillingford		
Staff Classification	Total Staff Hours From "SH	Chief Engineer	Project Manager	Senior Engin ee r	Project Engineer	Senior Designer	SH By	Salary Cost By	Average Rate Per
	Summary -	·√ \$71,99	\$65.69	\$59.30	\$48.52	\$39,54	Activity	Activity	Task
4. Roadway Analysis	577	28	86	144	145	174	577	\$30,119.62	\$52.20
5. Roadway Plans	149	8	22	30	48	43	149	\$7,732.24	\$51.89
7. Utilities	8	0	1	2	2	2	7	\$360.41	\$51.49
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	13	1	2	3	3	4	13	\$684.99	\$52,69
18. Structures - Miscellaneous	98	10	15	22	25	26	98	\$5,250.89	\$53,58
19. Signing & Pavement Marking Analysis	69	4	10	15	20	20	69	\$3,595.56	\$52.11
20. Signing & Pavement Marking Plans	51	3	8	11	15	15	52	\$2,714.69	\$52.21
21. Signalization Analysis	52	3	8	11	15	15	52	\$2,714.69	\$52.21
22. Signalization Plans	17	1	2	4	5	5	17	\$880.87	\$51,82
Total Staff Hours	1,034	58	154	242	276	304	1,034		
Total Staff Cost		\$4,175.42	\$10,116.26	\$14,350,60	\$13,391,52	\$12,020.16		\$54,053,96	\$52.28

Check = \$54,053.96

SALARY RELATED COSTS: \$54,053.96

Total Basic Services		\$214,922.61
Scheda Ecological Associates, Inc. (Subconsultant) - Envi	ronmental	\$12,463.11
K-F Group (Subconsultant)		\$42,009.18
Stantec Subtotal Basic Services		\$160,450.32
Operating Margin	12.00%	\$17,191.11
Subtotal Salary Related Cost		\$143,259.21
Overhead	165.030%	\$89,205.25
Stantec Salary Direct Costs		\$54,053.96
BASIC SERVICES		

REIMBURSABLE SERVICES

Total Reimbursable Services	\$16,452.98
Tierra South Florida Inc. (Subconsultant) - Geotechncial	\$8,405.00
Engenuity Group, Inc. (Subconsultant) - Survey	\$8,047.98
K-F Group (Subconsultant) Out of Pocket Exp Includes Permit Fees	\$0.00
Stantec Out of Pocket Expenses	\$0.00

OPTIONAL SERVICES \$0.00 Stantec K-F Group (Subconsultant) \$0.00 Engenuity Group, Inc. (Subconsultant) - Survey \$0.00 Scheda Ecological Associates, Inc. (Subconsultant) - Environmental \$0.00 Tierra South Florida Inc. (Subconsultant) - Geotechncial \$0.00 **Total Optional Services** \$0.00

TOTAL AMOUNT OF CONTRACT \$231,375.59

Project Activity 4: Roadway Analysis

Estimator: STANTEC - R. Shillingford

Northlake Blvd fr E. of Hall Blvd. to W. of Coconut Blvd. - SA 2 2003503B

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Analysis	LS	4	8	32	Revise Typical Sections to provide 4 new typicals: 1. 4-lane typical from Grapeview to w. of 140th; 2. Six-lane section from 140th Ave. to west end of restricted parcel, 3. Six-Lane section within restricted parcel, 4. Six-lane section east of the restricted parcel. (4 x 8 hrs each)
4.4	Horizontal/Vertical Master Design Files	LS	1	420	420	Northlake Blvd: Grapeview to west of Coconut Blvd (1.75 miles x 240 hrs/mi) (includes time to revise profile based on no longer discharging any of the runoff to the north into Avenir)
4.5	Cross Section Design Files	LS	1	96	96	Northlake Blvd. from 2500' west of 140th to west of Coconut Blvd., proposed cross sections 50% finished - cross sections requiring modification to provide for a 6 lane section instead of 4 lane; (50%) × 110 hrs/mi × 1.75mi = 96 hrs.
4.11	Cost Estimate	LS	1	21	21	4 Lane and 6 Lane cost estimate required per 4/18/2019 meeting with PBCty.
	Roadway Ana	itysis To	echnical	Subtotal	569	
4.14	Field Reviews	LS	1	4	4	
4.15	Technical Meetings	LS	1	4	4	
	Roadway Analys	is Nont	echnical	Subtotal	8	
	4.	Roadw	ay Analy	sis Total	577	
	Technical Meetings		No.	Hrs	Total	
	30/65/96/100% Comment Review Meetings	EA	1	4	4	6 Lane design meeting with PBCty & developer, Two people (1) 2 hrs ea
	Subtotal Technical Meetings				4	
	Total Meetings				4	
			and a second	c	arries to 4.1	5
		Ll				
	Note: Project Manager attendance at progre	ss, pha	se and fi	eld revie	w meetin	gs are manually entered on General Task 3

Project Activity 5: Roadway Plans

Estimator: STANTEC - R. Shillingford

Northlake Blvd fr E. of Hall Blvd. to W. of Coconut Blvd. - SA 2

2003503B

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.5	Typical Section Sheets		Sheet	4	8	4		Revise Typical Sections to provide 4 new typicals: 1. 4-lane typical from Grapeview to w. of 140th; 2. Six-lane section from 140th Ave. to west end of restricted parcel, 3. Six-Lane section within restricted parcel, 4. Six-lane section east of the restricted parcel. (4 x 8 hrs each)
5.13	Plan/Profile Sheet		Sheet	17	4	17	68	1"=40' H; 1"=4' V. revise to provide for 6 lane section, includes Northlake Blvd. from Grapeview to west of Coconut Blvd. only.
5.20	Intersection Layout Details		Sheet	1	12	1	12	for 140th Avenue N. expanded intersection.
5.30	Cross Sections		EA	92	0.4	40	37	Northlake from Grapeview to w. of Coconut.
	A ren and a second s	Roadw	ay Plans	lechnica	l Subtotal	62	149	
	5. Roadway Plans Total							

Stantec_Staffhours_Fees_NLake_SA2_rev 20190927.xls 5. Roadway Plans

Project Activity 7: Utilities

Estimator: STANTEC - Ross Shillingford

Northlake Blvd fr E. of Hall Blvd. to W. of Coconut Blvd. - SA 2

2003503B

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.13	Provide Utility Conflict Matrix	LS	1	8		Revise the utility conflict matrix to account for areas affected by the 6 lane section.
		8				

7. Utilities

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Project Activity 9: Structures - Summary and Miscellaneous Tasks and Drawings

Estimator: STANTEC

Northlake Blvd fr E. of Hall Blvd. to W. of Coconut Blvd. - SA 2 2003503B

Task		Design	and Produ	uction Sta	ffhours						
No.	l lack		No. of Units	Hours per Unit	No. of Sheets	Total			Comment	3	
	General Drawings										
9.3	General Notes and Bid Item Notes	Sheet	1	6	. 1	6	Signalized	d intersection	n at 140th A	venue N.	
9.5	Incorporate Report of Core Borings	Sheet	1	1	1	1	Signalized intersection at 140th Avenue N.				
Stru	ctures - Summary and Miscellaneous and Drawings S				2	7					
Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
18	Miscellaneous Structures	98									98
	Structures Technical Subtotals	98	0	0	0	0	0	0	0	0	98
Task No.	Task	Units	No. of Units	Hours per Unit	Total		Comments				
9.10	Field Reviews	LS	1	6	6	2 ppl x 3	2 ppl x 3 hrs				
Structures Nontechnical Subtotal					6						
	9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total				13						

Technical Meetings

Subtotal Technical Meetings

0

Total Meetings

Carries to 9,11

0

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

9. Structure Summary

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Project Activity 18: Structures - Miscellaneous

Estimato	r: STANTEC						Northlake Blvd fr E, of Hall Blvd, to W, of Coconut Blvd, - SA 2 2003503B
Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheats	Total Hours	Comments
	Mast Arms						
18,9	Mast Arms	EA Design	6	15	I		140th Avenue N., fully expanded intersection per layout according to Avenir Development, Includes two near- side mast arms due to intersection width.
18.10	Mast Arms Data Table Plan Sheets	Sheet	1	8	1		Includes production of data table plan sheets. 6 mast arms per sheet (1 sheet x 8 hours = 8 total hours)
	18. Struc	tures - Misc	ellaneo	us Total	2	98	

18. Structures-Miscellaneous

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Project Activity 19: Signing and Pavement Marking Analysis

Estimator: STANTEC - Ross Shillingford

Northlake Bivd fr E. of Hall Bivd. to W. of Coconut Bivd. - SA 2 2003503B

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.3	Reference and Master Design File	LS	1	61	61	Area affected by 6 lane design: Grapeview to west of Coconut, 35hrs/mi x 1.75 mi with sidestreets.
19.9	Cost Estimate	LS	1	8	8	
	Signing and Pavement Marking Analy	/sis Te	chnical	Subtotal	69	
Sigr	Signing and Pavement Marking Analysis Nontechnical Subtotal					
	19. Signing and Pavement	Markin	ig Analy	vsis Total	69	

19. Signing & Marking Analysis

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Project Activity 20: Signing and Pavement Marking Plans

Estimator: STANTEC - Ross Shillingford

Northlake Blvd fr E. of Hall Blvd. to W. of Coconut Blvd. - SA 2 2003503B

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments		
20.6	Plan Sheet		Sheet	17	3	17		area affected by 6 lane design Grapeview to west Coconut, approximately 9,244 feet.		
	Signing and Pavement Ma	nrking P	l Subtotal	17	51					
	20. Signing and	Pavem	17	51						

20. Signing & Marking Plans

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Project Activity 21: Signalization Analysis

Estimator: STANTEC

Northlake Blvd fr E. of Hall Blvd. to W. of Coconut Blvd. - SA 2 2003503B

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.2	Traffic Data Analysis	PI	1	4	4	At 140th Avenue N.
21.5	Reference and Master Signalization Design File	PI	1	20	20	At 140th Avenue N.
21.7	Overhead Street Name Sign Design	EA	2	2	4	At 140th Avenue N.
21.10	Quantities	LS	1	8	8	At 140th Avenue N.
21.11	Cost Estimate	LS	1	4	4	Submit at 96%, 2 updates at 100% and Final Submittal, add hours for 140th Avenue N.
Signalization Analysis Technical Subtotal					40	
21.14	Field Reviews	LS	1	12	12	1 review x 2 ppl x 6 hrs for 140th Avenue N.
	Signalization Analysis	Nontec	hnical S	Subtotal	12	
	21. Signa	lizatior	ı Analys	is Total	52	
	Technical Meetings					
	PBC Traffic Operations	EA	2	2	4	
	Other Meetings	EA	4	2	8	Geotech, Survey, Dranage, and lighting (2hr/each)
	Subtotal Technical Meetings		-		12	
	Total Meetings				12	
				Ca	ries to 21	15
	Note: Project Manager attendance at progress,	phase	and fiel	d review	meetinas	are manually entered on General Task 3

Project Activity 22: Signalization Plans

Estimator: STANTEC

Northlake Blvd fr E, of Hall Blvd, to W, of Coconut Blvd, - SA 2 2003503B

Task No.	Task	Scale	Units	No of Units	ł	No. of Sheets		Commante
22.3	Tabulation of Quantities		Sheet	1	4	1	4	
22.5	Plan Sheet		Sheet	1	5	1	5	for 140th Avenue N.
22.8	Guide Sign Worksheet		EA	2	2			sheet displaying layout of overhead sign dimensions, etc., include hours for 140th Ave. N.
22.10	Special Service Point Details		EA	1	2		2	for 140th Avenue N.
22.12	Strain Pole Schedule		PI	1	2		2	for 140th Avenue N.
	Signalization Plans Technical Subtotal							
	22. Signalization Plans Total							

July 25, 2019

Mr. Ross Shillingford, P.E., Project Manager Stantec Consulting Services 2056 Vista Parkway, Suite 100 West Palm Beach, FL 33411

Re: Scope of Services – Supplemental Agreement SA 2 Northlake Blvd - E. of Hall Blvd to Coconut Blvd Palm Beach County Project No. 2003503B

Dear Mr. Shillingford,

K-F GROUP, INC. will be providing professional engineering services to Stantec Consulting Services, Inc. for design revision of Northlake Boulevard from East of Hall Boulevard to Coconut Boulevard in Unincorporated Palm Beach County (PBC), Florida. The services provided include:

- Drainage Analysis: (1) Grapeview Boulevard to W. of Coconut Boulevard Revise drainage system to convey 6 lanes of 160' R/W of Northlake Blvd to drain south and ultimately outfalls into Indian Trail Improvement District (ITID) canal. Drainage analysis will be based on the innovative expanded canal approach using two (2) existing PBC owned parcels located on the south side of Northlake Boulevard in between 140th Ave N and 130th Trail N. The parcels will be converted to become part of ITID Canal System. Water quality treatment and quantity attenuation are anticipated to be accommodated within the expanded parcels. Loss of surface storage and soil storage due to roadway improvements for 10 Year 3 Day ITID Design Storm will be computed and compensated within the PBC owned parcels. Analysis will be based on 160' width of 6-lane roadway in the unrestricted area, and 120' width of 6-lane roadway within the restricted area. Roadway profile grade will be based on ITID 25 Year 3 Day basin peak stage. Since the section of roadway from Grapeview Boulevard to Coconut Boulevard is outside the legal drainage boundary of ITID, ITID would require a floodplain compensation analysis be performed to demonstrate no adverse impact to the finished floor elevation within its drainage basin based on 100 Year 3 Day Storm Event. (2) Additional drainage structures at the expanded intersections of Grapeview Blvd, 140th Avenue N, and Coconut Blvd are included. (3) Extend the current project limit 1,500 feet east to Coconut Blvd. Northlake Blvd east of Coconut Blvd outfall pond will be analyzed to determine the cut-off point in order to minimize over capacity of the existing pond.
- This proposal also includes the sizing of roadway conveyance pipe system, and pavement spread analysis using HEC-12 methodology. The drainage analysis information will be submitted to Stantec to be incorporated into design plans.
- Drainage Plans: Revise drainage Map and Offsite Pond Details shall be prepared and submitted at 65%, 96%, and 100% design phases for review and comments. Final submittal shall completely address all comments generated during phase reviews.

.12773 W Forest Hill Blvd., Suite 1217, Wellington, Florida 33414 Phone (561)793-0605 Fax (561)839-5888 www.k-fgroup.com

Page 13 of 30

Page 2 Scope of Services – Northlake Boulevard SA 2 July 25, 2019

- Permitting: Coordinate and prepare all necessary drainage permit applications related to *surface water runoff* as required by the governing regulatory agencies. Regulatory agencies include South Florida Water Management District, Army Corp of Engineers, Indian Trail Improvement District, Northern Palm Beach County Improvement District, and Palm Beach County Environmental Resource Management (ERM) for pond excavation permit. K-F Group, Inc. is not responsible for any environmental issues associated with this project.
- Drainage Design Documentation: Revise Drainage Design Documentation with design notes, reports, calculations and other related information required to document the drainage design will be submitted with each phase submittal.
- Stantec shall furnish the following for permitting purposes: All information necessary for the analysis and permitting purposes, including but not limited to asbuilt construction plans and master/site plans, geotechnical investigation, R/W proof of ownership, construction plans and environmental design related drawings, sketches, documentation, calculations and quantities, as required to complete the permit application packages.
- Work Schedule: The drainage design data will then be submitted to Stantec for drawing and inclusion into the 65%, 96%, 100% design phase submittals and final submittal.

K-F Group, Inc. fee proposal for the above described scope of services totaled Lump Sum Fee of \$42,009.18. If you have any questions, please do not hesitate to contact our office. Thank you.

Sincerely,

Hian C Kor, P.E.

Principal

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LUMP SUM FEE QUOTATION PROPOSAL

K-F Group, Inc. <u>Project No. 2003503B</u>

Project Name: Northlake Bivd - E. of Hall Bivd to Coconut Bivd

				SR. PROJECT ENGINEER		PROJECT ENGINEER		ADD/ Ch	Basic Activity	Manhours	Average	Basic
No. / Activity	Man	Hourly	Man	Hourly	Man	Hourly	Man	Hourly	Dollar	By	Hourly	x
	Hour	Rate	Hour	Rate	Hour	Rate	Hour	Rate	Amount	Activity	Rate	Multipiler
DRAINAGE DESIGN & PERMITTING	62	\$60.10	117	\$48.08	93	\$35.50	54	\$25.00	\$14,003.06	326	\$42.95	\$42,009.18
L												
	1											
TOTAL MANHOURS	62		117		93		54		\$14,003.06	326		\$42,009.18

REIMBURSABLE K-F. Groug (Printing)

REIMBURSABLE (Permit Fees)

TOTAL LUMP SUM FEE COMPUTATION (K-F GROUP, INC.)

FEE SUBTOTAL RAW LABOR	\$14,003.06
Multiplier = 3.00	\$42,009.18
K-F Group, Inc.	\$42,009.18
<u>BASE FEE (LUMP SUM)</u> K-F Group, Inc.	\$42,009.18
Total Base Fee (Lump Sum)	\$42,009.18
REIMBURSABLE	
K-F Group, Inc. (Printing)	\$0.00
K-F Group, Inc. (Permit Fees)	\$0.00
Total Reimbursable	\$0.00
<u>OPTIONAL SERVICES</u> K-F Group, Inc. (Post Design Services)	\$0.00
Total Optional Services	\$0.00

TOTAL PROJECT FEE

\$42,009.18

Description : SA 2 - Drainage Design & Permitting

1

PREPARED BY : HIAN KOR, P.E.

DATE: MAY 7, 2019

Project Activity 6a: Drainage Analysis

Estimator: Hian Kor, P.E.

Northlake Blvd - E. of Hall Blvd to Coconut Blvd SA2

2003503B

Task No.	I IASK	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology (Revise 35% Plan)	Per Map	4	12	48	Revise Drainage Map and Delineating Drainage Area to Each Inlet to accommodate 6-lane Draining South into ITID from Grapeview Blvd to W. of Coconut Blvd, 1.75 Miles @ 3000 Feet/Map = 4 Maps (Scale 1" = 200' H, 1" =
6a.2	Drainage Map Hydrology (Extension to Coconut Blvd)	Per Location	1	20	20	Add and Extend Limits (Approx. 1,500 feet) to Coconut Blvd = 1 Map (Scale 1" = 200' H, 1" = 5' V)
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	1	120	120	(Analyze Northlake Blvd Drainage Design East of Coconut Blvd to determine cut-off point to minimize over- capacity of existing Pond at the SW Comer of Northlake Blvd and Coconut Blvd - 80 Hrs) + (Revise project pond analysis to accommondate excess runoff from Northlake Blvd east of Coconut Blvd - 40 Hrs)
6a.9	Design of Storm Drains	EA	20	2.5	50	(Extension from current project limit to Coconut Blvd: 1,500 / 300 = 5 Inlets + 1,500 / 600 = 3 Manholes) + (3 Expanded Intersection x 4 Inlets/Ea = 12 Inlets) = 20 Inlets
6a.13	Drainage Design Documentation Report	LS	1	12	12	Revise Drainage Documentation
		Drainage A	nalysis Techn	ical Subtotal	250	
6a.20	Technical Meetings	LS	1	12	12	Meetings are listed below (Developer's Engineers)
Drainage Analysis Nontechnical Subtota						
6a.25	Coordination	LS	%	0%	0	
6a. Drainage Analysis Total					262	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required	
Other Meetings (with Developer's Engineers)	EA	З	4	12		3
Subtotal Technical Meetings				12		3
Progress Meetings (If required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	1
Total Meetings				12	Total Project Manager Meetings (carries to Tab 3)	3

6b.1 Drainage Map	Sheet	4	16	64	Revise Map - Scale 1" = 200' H, 1" = 5' V (3000 Feet/Sheet - 2.5 Miles) - CADD				
		6b. Drainage	Plans Total	64					

Northlake Staff Hour Est - Basic - RemovedEmptyRows.xlsx 6a. Drainage Analysis Project :Northlake Boulevard - E. of Hall Boulevard to Coconut BoulevardDate :MAY 7, 2019

Subject: Task Classification Distribution (BASIC SERVICES) - SA 2

Task No.	Project Manager	Senior Engineer	Project Engineer	CADD	Total
6a.1	6	9	20	13	48
6a.2	3	4	8	5	20
6a.8	24	72	24	0	120
6a.9	8	18	24	0	50
6a.13	3	7	2	0	12
6a.20	12	0	0	0	12
6b.1	6	7	15	36	64
			С		
Total	62	117	93	54	326
%	19.02%	35.89%	28.53%	16.56%	100.00%

K-F Group - Drainage Design & Permitting

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May 15, 2019

STANTEC 2056 Vista Parkway, Suite 100 West Palm Beach FL 33411

Attn: Mr. Ross Shillingford, P.E. Senior Project Manager

Re: Supplemental Proposal for Geotechnical Services (Mast Arm) Proposed Signalized Intersection at Northlake Boulevard and 140th Avenue N Palm Beach County, Florida PBC Project No. 2003503B TSF Proposal No.: 1705-257_3

Dear Ross:

As requested, TIERRA SOUTH FLORIDA, INC. (TSF) is pleased to submit this proposal for the above-referenced project. The proposal is based on information provided by Stantec via email. This proposal includes an outline of our proposed scope of work, an estimate of the total fees, and our anticipated schedule for completion of the work.

PROPOSED SCOPE OF WORK

We understand that a mast arm signal design is proposed at the intersection of Northlake boulevard and 140th Avenue N. As requested, our proposed scope work is as follows:

1. Perform a total of four (4) SPT borings to a depth of 30 feet below existing grade;

Boring locations will be approximately located in the field by our personnel. Elevations at boring locations can be interpreted from topographic plans if furnished by others.

Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. Upon completion of the field exploration, laboratory testing will be performed on selected samples.

A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions, recommendations for soil parameters, and a discussion of some construction considerations.

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2765 VISTA PARKWAY, SUITE 10 · WEST PALM BEACH, FLORIDA 33411 (561) 687-8539 · FAX (561) 687-8570 State of Florida Professional Engineers License #28073

ESTIMATED FEES

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

Our estimate covers the work needed to present our findings. Not included are reviews of drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report.

SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting and permit approval). The fieldwork will take about 1 to 2 days to complete. The test results can be submitted about 2 weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary results can be made to appropriate parties prior to submittal. We at TSF appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.

Raj Krishnasamy, P.E. President Ramakumar Vedula, P.E. Principal Engineer

Attachments: 1. Fee Estimate

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

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TIERRA SOUTH FLORIDA, INC.

5/15/2019

Northlake Boulevard from Hall Blvd. to Coconut Blvd. PBC Project No. 2003503B TSF Proposal No. 1705-257

Suppl	emental - Mast Arm Design					
I.	FIELD INVESTIGATION	Unit	# of Units		Unit Price	Total
	Mobilization of Men and Equipment Truck-Mounted Equipment	Trip	1	\$	350.00	\$ 350.00
	SPT Borings 0 - 50 ft depth	L.F.	120	\$	12.00	\$ 1,440.00
	Grout Boreholes 0 - 50 ft depth	L.F.	120	\$	5.50	\$ 660.00
	Casing Allowance 0 - 50 ft depth	L.F.	120	\$	7.00	\$ 840.00
	МОТ	Each	1	\$	1200.00	\$ 1,200.00
11.	LABORATORY TESTING Visual Examination by Staff Engineer	Hour	3	\$	90.00	\$ 270.00
	Natural Moisture Content Tests	Test	3	\$	20.00	\$ 60.00
	Grain-Size Analysis - Full Gradation	Test	3	\$	75.00	\$ 225.00
	Corrosion Test	Test	2	\$	185.00	\$ 370.00
	Organic Content Tests	Test	3	\$	50.00	\$ 150.00
<i>I</i> II.	FIELD ENGINEERING AND TECHNICAL SERV	ICES				
	Site Recon./Utility Coordination Sr. Engineering Technician	Hour	8	\$	70.00	\$ 560.00
IIIA.	ENGINEERING AND TECHNICAL SERVICES					
	Principal Engineer	Hour	2	\$	150.00	\$ 300.00
	Senior Geotechnical Engineer	Hour	4	\$	130.00	\$ 520.00
	Project Engineer	Hour	10	\$	120.00	\$ 1,200.00
	Draftperson	Hour	4	\$	65.00	\$ 260.00
			TOTAL F	EE FC	DR GEO STUDY =	\$ 8,405.00

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Mr. Ross Shillingford, P.E., PTOE Senior Project Manager/Associate Stantec 2056 Vista Parkway, Ste. 100 West Palm Beach, FL 33411-6734 (Via E-Mail: ross.shillingford@stantec.com)

Re: Professional Surveying Services Northlake Blvd. from Hall Blvd. to Coconut Blvd. Palm Beach County, FL Engenuity Group No. 17062.01.21

Dear Mr. Shillingford:

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

Engenuity Group, Inc. will provide the following services which will be performed and completed per all of Palm Beach County's standard design procedure requirements including thoroughfare roads, dated February 2006, and will meet the Standards of Practice for Topographic Surveys pursuant to Chapter 5J-17.050(12)(k), Florida Administrative Code.

- Additional Topographic and Tree Survey (Bellsouth Parcel) PCN 00-41-42-16-00-000-5050 also shown as Site 2 on the graphic provided by your office on 10/10/2019 (attached) – The south 140 feet of the Bellsouth Parcel and the north 25 feet of the adjacent right-of-way for Hamlin Boulevard (area is approximately 750' X 165'), services to include the following:
 - a. Cross section at 100-foot intervals.
 - b. Locate all native trees exceeding 4 inches in diameter within 115 feet north of the south line of the Bellsouth parcel.
 - c. Locate delineated wetland boundaries to be flagged by others.
 - d. Revise the project topographic survey maps to add the above items.

Fee: \$ 2,622.09

 Additional Topographic and Tree Survey (Avocado Boulevard) – The County owned parcel for Avocado Blvd lying west of the west pond site between PCN 00-41-42-16-00-000-5070 and PCN 00-41-42-16-00-000-7010, also shown as Site 1 on the graphic provided by your office on 10/10/2019 (attached), (area is approximately 115' X 590') services to include the following:

Page 21 of 30

- a. Cross sections at 100-foot intervals.
- b. Locate all native trees exceeding 4 inches in diameter
- c. Locate delineated wetland boundaries to be flagged by others.
- d. Revise the project topographic survey maps to add the above items.

Fee: \$ 2,743.23

- 3. Additional Topographic and Tree Survey (130th Avenue North) The County owned parcel for 130th Avenue North east of the east pond site and lying between PCN 00-41-42-16-00-000-5060 and 00-41-42-15-00-000-7010, also shown as Site 3 on the graphic provided by your office on 10/10/2019 (attached), (area is approximately 80' X 590') services to include the following:
 - a. Cross sections at 100-foot intervals.
 - b. Locate all native trees exceeding 4 inches in diameter
 - c. Locate delineated wetland boundaries to be flagged by others.
 - d. Revise the project topographic survey maps to add the above items.

Fee: \$ 2,682.66

Total Fee: \$ 8,047.98

Final deliverable shall include 1 hard copy of the updated Topographic Survey with PDF version. If you have any questions, please do not hesitate to call.

Permit Fees, Reproduction Charges and Reimbursable Expenses

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

Invoicing and Payment

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

Page 22 of 30

balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

PURSUANT TO FLORIDA STATUTES § 558.0035 (2013) AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE

Sincerely,

alin

Jénnifer Malin, P.S.M. Director of Survey

Approved by,

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

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Authorization: Professional Surveying Services Northlake Blvd. from Hall Blvd. to Coconut Blvd. Palm Beach County, FL Engenuity Group No. 17062.01.21								
Ву:	Date:							
Signature:								
For:								
Contract Amount:	\$ 8,047.98							
lam lam no	at The Owner of the Property							
The Property Owne	er is:							
Address:								
Telephone:								
Fax:								

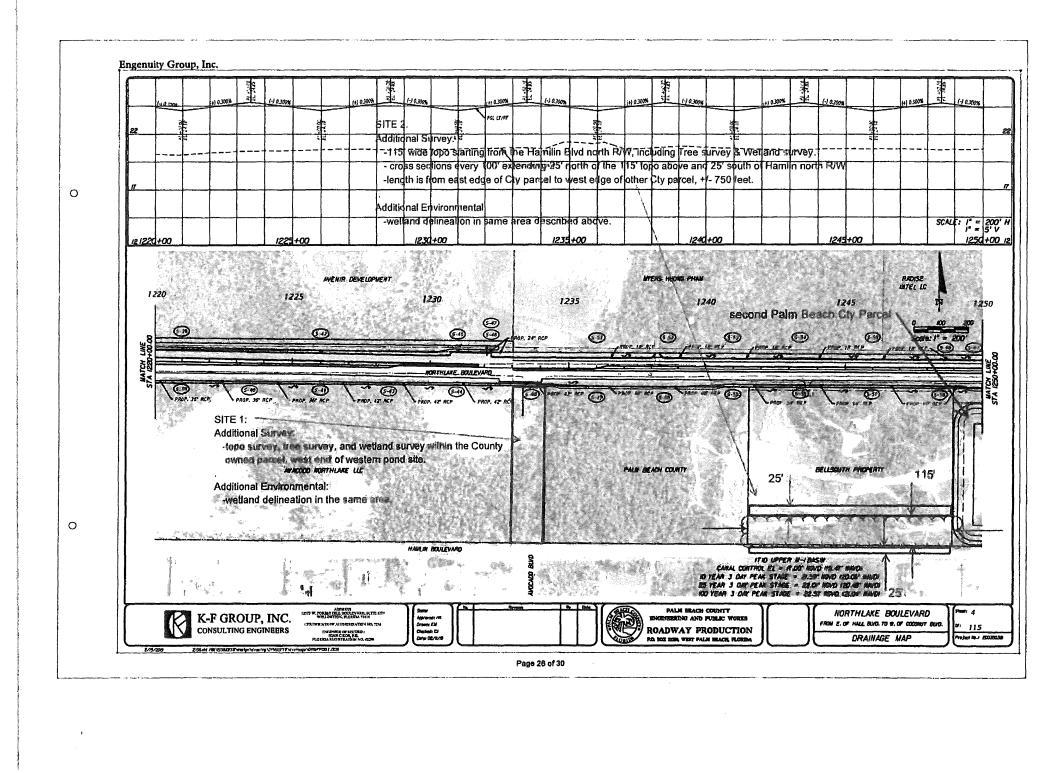
Page 24 of 30

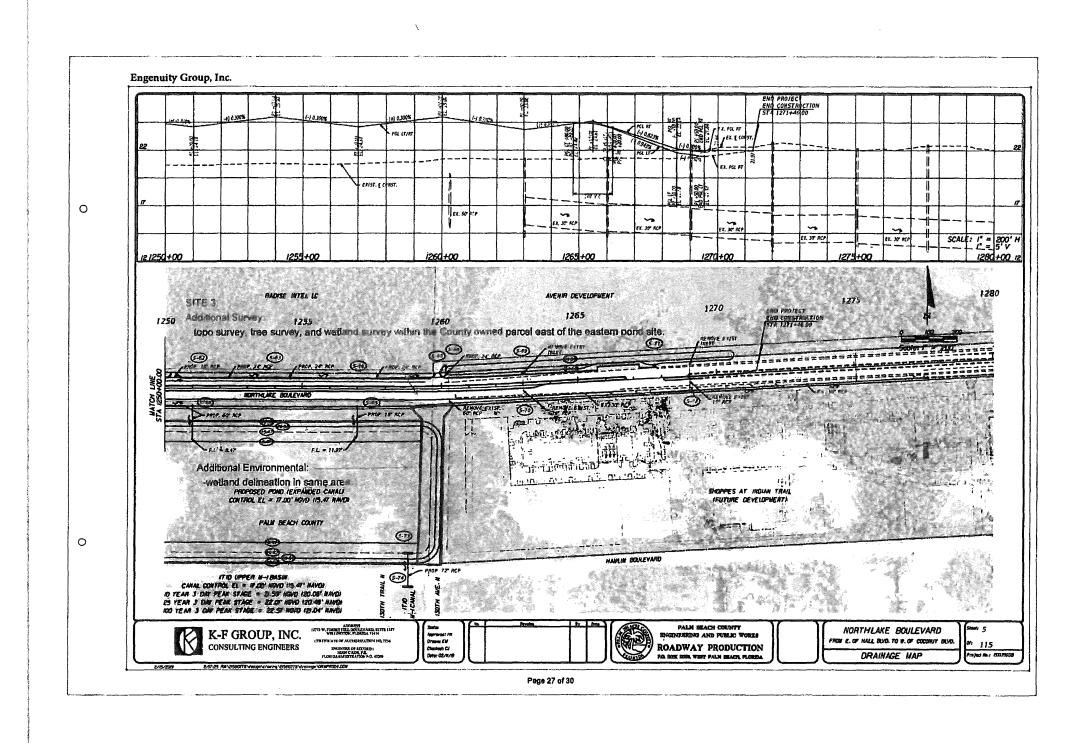
This document, it's contents, and scope of services described herein, is the property of Engenuity Group, Inc. Any unauthorized use and/or reproduction of any portion, in whole or part, is a violation of copyright laws.

	<u>Fee Breakdown</u> Northlake Blvd. from Hall Blvd. to Coconut Blvd Palm Beach County Roadway Production Division										
	Engenuity Group Project No. 17062.01.21										
	Sr. Project Land Project Land AutoCAD Tech 2 Person Surveyor Surveyor Surveyor										
	Hourly Rate	\$158.49	\$129.78	\$60.57	\$128.73						
1	Additional Topographic & Tree Survey (Bellsouth)		2	5	<u>16</u> 16	\$	2,622.09				
	Additional Topographic & Tree Survey (Avacado Blvd) Additional Topographic & Tree Survey (130th Ave N) Total		2	6	16	\$ \$	2,743.23 2,682.66 8,047.98				

Engenuity Group, Inc.

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ESA Scheda

Northlake Blvd. E. of Hall Blvd. to Coconut Blvd. Palm Beach County, Florida Palm Beach County Project Number 2003503

Supplement 2 – Additional Drainage Areas Between West of Avocado Blvd and East of 130 Ave N. (South side)

It is our understanding three additional drainages areas along the south side of Northlake Blvd between Avocado Blvd. and 130th Ave N. The project design will be modified and additional potential impacts to wetlands may occur. ESA will perform the following tasks:

Wetland Delineation and Characterization

A wetland delineation will be required for the three of the drainage areas identified in Sheets 4 and 5 of 115 of the drainage plans, to identify potential wetland impacts. ESA will complete wetland delineations and flag all wetland and surface water areas including secondary impacted areas (25' feet buffer around each area). All wetlands will be delineated using a handheld GPS unit with submeter accuracy.

All appropriate wetland characterization data will be collected, and normal pool/seasonal high surface water elevations will be set. ESA will produce a map visually depicting all jurisdictional wetlands and surface waters. ESA will also coordinate with the agencies for approval of all wetlands identified during the delineation.

Permitting

- <u>US Army Corp of Engineers Permits</u> ESA will incorporate all ecological information for the expanded project area into the U.S. Army Corps of Engineers permit application.
- South Florida Water Management District General Permit
 ESA will incorporate all ecological information for the expanded project area into the South Florida Water Management District permit application.

Threatened and Endangered Species Surveys

ESA will conduct surveys within and adjacent to each parcel to identify the presence of threatened and endangered species that may be impacted during construction. Target species will include but not be limited to snail kite, wood stork, and crested cara cara. Identified species and/or nests will be documented using a sub-meter GPS unit. USFWS and FWC protocols will be followed for each species.

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ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Northlake Bivd. E. of Hall Bivd. to County: Palm Beach FPN: 2003503				Coconut Blvd. Consultant Name: Stantec Consultant No.: Date: 10/21/2019							
FAP No.:	NA							Estimator:	Contraction of the local division of the loc		
Staff Classification	Total Staff Hours From "SH Summary -	Sr. Scientist	Env. Scientist	GIS Analyst	Designer	Staff Classificatio	Staff Classificatio	Staff Classificatio	SH By	Salary Cost By	Average Rate Per
	Firm"	\$123.00	\$89.13	\$83.25	\$0,00	\$0.00	\$0,00	\$0.00	Activity	Activity	Task
. Basic Services - Environmental Permits, Compliand	109	82	22	5	0	0	0	0	109	\$12,463	\$114,34
Total Staff Hours	109	82	22	5	0	0	0	0	109		
Total Staff Cost		\$10,086,00	\$1,960.88	\$416.25	\$0.00	\$0.00	\$0.00	\$0,00		\$12,463.11	\$114.34
											60.00
Notes:		Basic Services	\$12,463		EXPENSES:	es Capital Cost	E:	0% 0% 0.00% 0.00% 4-man crew da	\$-	/ day	\$0.00 \$0.00 \$0.00 \$12,463.11 \$0.00

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Project Activity 8: Environmental Permits

Estimator: ESA Scheda

Northiake Blvd. E. of Hall Blvd, to Coconut Blvd,

	Representing	Print Name				Signature / Date				
	Palm Beach County									
	Stantec									
NOTE	: Signature Block is optional, per District preference	, ,	····							
Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Commants				
	Environmental Permits, Compliances and Clearan	-95	1							
8,1	Proliminary Project Research	LS	1	1	4	deaktop review of historic information of the ersa, T&E Spacies, NMI, and Soils, and fiski coordination				
	Permits		1	1						
8,2	Field Work									
8.2,2	Establish Welland Jurisdictional Lines and Assessments	LS	1	44	44	Wedland and SW JD's; includes SHW elevations where appropriate for three areas on the southside of No 2 scientista 2 days), phe survey coordination (4 hrs)	orthiake			
8.2.3	Species Surveys - Basic Services	LS	1	20	20	Protectad species surveys in new sreas. (2 scientist 1 day), species specific surveys not enticipated o	or include			
8,4	Complete And Submit All Required Permit Applications									
8,4,1	Complete and Submit All Required Watland Permit Applications	EA	1	24	24	ArcGIS mapping updates, UMAMs and weiland determination forms				
8.5	Prepare Dredge and Fill Sketches - Basic Services	LS	1	л	4	Review sketches				
	Environmental Clearances/Resvatuations									
8,13	Technical support to Department for Environmental Cis. consultant provides technical support only)	mances and l	Resveluational	use when						
8.14	Proparation of Environmental Clearances and Reevaluat documents associated with reevaluation)	tions (use wh	en consultant	prepares all						
Basic	Services - Environmental Permits, Compliance, and	Clearances	Reevaluation	s Technical Subtotal	58					
8.17	Technical Meetings	LS	0		0	Coordination with Engineers				
8.18	Quality Assurance/Quality Control	LS	54	54	5					
8.19	Supervision	LS	**	5*1	5					
	Environmental Permits, Compliance a	nd Clearanc	es Nontechn	ical Subtotal	10					
8.20	Çoordination	LS	%	374	3					
	8, Basic Services - Environmental Perm	ts, Complia	nce and Clear	ances Total	109					
	Technical Heatings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Num			
MMD		EA	D	9	0		Q			
Other M	leetinge	EA	ŋ	0	0		0			
Subtot	al Technical Meetings		0	0	0	Subtotal Project Manager Neetings	0			
Trogram	a Mestinge	ÉA	0	0	٥	PM attendance at Progress Meetings is manually entered on General Task 3				
	Review Meetings	EA	0	D	0	PM attendance at Phase Review Meetings is manually entered on General Tesk 3				
Catal N	feetings				0	Total Project Manager Meetings (carries to Tab 3)	Û			

ESA Northfake Wetland Delinestion Supplement 2 - 3 Areas,dsx 8. Basic Environmental Permits

ATTACHMENT B

PRELIMINARY CONSTRUCTION COST ESTIMATE

FOR TWO ADDITONAL LANES WIDENING

NORTHLAKE	RIVD FR	ОМ 140ТН	I A V H. 111)	130°FH A	VH'

NORTHLAKE BLVD. FROM 140TH AVE. TO 130TH AVE.									
ITEM DESCRIPTION	QTY 4 LANES	QTY 6 LANES	QTY 2 LANES WIDENING	UNITS	UNIT PRICE	2 LANE WIDENING TOTAL			
TYPE B STABILIZATION (LBR 40) (12")	36,441	53,382	16,942	SY	\$6.77	\$114,695.08			
OPTIONAL BASE GROUP 7	33,171	47,438	14,267	SY	\$16.25	\$231,833.33			
SUPERPAVE ASPHALT CONCRETE (TRAFFIC LEVEL C)	2,737	3,914	1,177	TN	\$174.93	\$205,892.61			
ASPH. CONC. FRICTION COURSE (1.0") (FC-9.5)	1,824	2,609	785	TN	\$162.78	\$127,728.04			
INLETS, TYPE P-5	2	4	2	EA	\$4,603.15	\$9,206.30			
INLETS, TYPE P-6	5	16	11	EA	\$5,266.40	\$57,930.40			
INLETS DITCH BOTTOM	10	5	5	EA	\$3,265.27	\$16,326.35			
INLETS CLOSED FLUME	5	6	1	EA	\$2,794.57	\$2,794.57			
MANHOLES TYPE P-7	13	16	3	EA	\$4,176.43	\$12,529.29			
CONCRETE PIPE CULVERT (18")	1,400	1,940	540	LF	\$90.91	\$49,091.40			
CONCRETE PIPE CULVERT (24")	1,400	1,940	540	LF	\$94.83	\$51,208.20			
CONCRETE PIPE CULVERT (30")	1,400	1,940	540	LF	\$118.02	\$63,730.80			
CONCRETE PIPE CULVERT (36")	1,400	1,940	540	LF	\$129.46	\$69,908.40			
CONCRETE PIPE CULVERT (42")	1,400	1,940	540	LF	\$154.89	\$83,640.60			
MITERED END SECTION	2	4	2	EA	\$1,556.90	\$3,113.80			
CONCRETE CURB & GUTTER (TYPE F)	16,050	18,650	2,600	LF	\$18.57	\$48,282.00			
CONC SIDEWALK	4,756	4,756	0	SY	\$41.99	\$0.00			
SODDING	43,728	29,938	13,790	SY	\$3.95	\$54,470.50			
				1.	SUBTOTAL	\$1,060,787.98			
· · · · · · · · · · · · · · · · · · ·			MOBILIZA	TION (2%	6 OF SUBTOTAL)	\$21,215.76			
MOT (INCL. PEDESTRIAN M.O.T.) (2% OF SUBTOTAL) CLEARING AND GRUBBING (2% OF SUBTOTAL)									
				CEI (11	% OF SUBOTAL)	\$116,686.68			
CON	STRUCTION	AND UTILIT	Y CONTINGE	NCY (20%	6 OF SUBTOTAL)	\$212,157.60			
					TOTAL =	\$1,453,279.53			

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

FUND Proportionate Share Fund Zone-3

BGRV 100520*023 BGEX 100520*006

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11/12/2020	REMAINING BALANCE
REVENUES NORTHLAKE BLVD/ SEM 3543-361-0966-6693 Devel	INOLE PRATT-COCONUT	0	0	1,684,656	0	1,684,656		
TOTAL RECEIPTS & BAL	ANCES	37,787,835	37,372,766	1,684,656	0	39,057,422		
EXPENDITURES NORTHLAKE BLVD/ SEM 3543-361-0966-6505 Desig 3543-361-0966-6551 Road	gn/Eng/Mgmt- Cip Admin	0 0	0 0	231,376 1,453,280	0	231,376 1,453,280	0 0	231,376 1,453,280
TOTAL APPROPRIATIONS	S & EXPENDITURES	37,787,835	37,372,766	1,684,656	0	39,057,422		
L		SIGNATURE		DATE		·	of County Comm	

Engineering & Public Works

ahrechte 11/12/20

At Meeting of <u>December 15, 2020</u>

Administration / Budget Approval

OFMB Department – Posted

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

2021-_____