

RESOLUTION NO. 21-16 UD

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, APPROVING THE INTERLOCAL AGREEMENT FOR JOINT PARTICIPATION AND PROJECT FUNDING FOR THE HAVERHILL RD PROJECT WITH PALM BEACH COUNTY, FLORIDA; AUTHORIZING THE CHAIRPERSON AND DISTRICT CLERK TO EXECUTE SAID CONTRACT; AUTHORIZING THE DISTRICT FINANCE DIRECTOR TO PAY \$47,735.25 FROM ACCOUNT NO. 412-1437-533-0-6405; AND PROVIDING FOR AN EFFECTIVE DATE.

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

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

WHEREAS, the COUNTY intends to improve Haverhill Road from North of Caribbean Boulevard to SR 710 roadway and drainage improvements (Hereinafter the "Project"); and

WHEREAS, the COUNTY and the DISTRICT desire to jointly participate in the construction of utility adjustments to the DISTRICT'S water and sewer line and other improvements within the Project area, hereinafter referred to as the "Work"; and

WHEREAS, both COUNTY and DISTRICT declare that it is in the public interest that the Work be constructed with the aforementioned Project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF RIVIERA BEACH UTILITY SPECIAL DISTRICT, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the Utility Special District Board approves the Interlocal Agreement for Joint Participation and Project Funding for improvements on Haverhill Road from North of Caribbean Boulevard to SR 710 roadway and drainage improvements.


SECTION 2: That the District Board Chairperson and District Clerk are authorized to execute the contract between the Utility Special District and Palm Beach County.

SECTION 3: The District Finance Director is authorized to make payment of \$47,735.25 from line item 412-1437-533-0-6405.

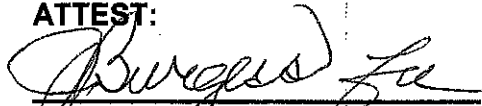
SECTION 4: This Resolution shall take effect upon its passage and approval by the Utility Special District Board of Directors.

PASSED AND APPROVED this 19th day of September, 2016.


APPROVED:



TERENCE D. DAVIS
CHAIRPERSON

ATTEST:


CLAUDENE L. ANTHONY
CERTIFIED MUNICIPAL CLERK
DISTRICT CLERK


KaSHAMBA MILLER-ANDERSON
CHAIR PRO-TEM


LYNNE L. HUBBARD
BOARD MEMBER


TONYA DAVIS JOHNSON
BOARD MEMBER


DAWN S. PARDO
BOARD MEMBER

MOTIONED BY:

D. PARDO

SECONDED BY:

K. MILLER-ANDERSON

L. HUBBARD

AYE

K. MILLER-ANDERSON

AYE

T. DAVIS JOHNSON

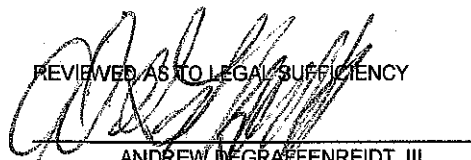
AYE

D. PARDO

AYE

T. DAVIS

AYE


REVIEWED AS TO LEGAL SUFFICIENCY
ANDREW DEGRAFFENREIDT, III
DISTRICT ATTORNEY
DATE: 9/19/16

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA
AND
CITY OF RIVIERA BEACH UTILITY DISTRICT
FOR JOINT PARTICIPATION AND PROJECT FUNDING
FOR DESIGN OF A PROPOSED UTILITY FORCE MAIN FOR
HAVERHILL ROAD FROM N. OF CARIBBEAN BOULEVARD TO SR 710
ROADWAY AND DRAINAGE IMPROVEMENTS
PALM BEACH COUNTY PROJECT NO. 2013528**

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the ____ day of _____, 2016, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the City of Riviera Beach Utility District, a municipal corporation existing under the laws of Florida, (hereinafter "DISTRICT"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

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

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

WHEREAS, the DISTRICT intends to design and construct a 16" Force Main, and connecting to the 20" existing Force Main along Haverhill Rd. within the project limits (hereinafter "proposed Utility").

WHEREAS, the COUNTY intends to widen Haverhill Rd. from N. of Caribbean Blvd. to SR 710 (hereinafter "Project"); and

WHEREAS, the DISTRICT has requested that the County design the proposed Utility at the DISTRICT'S cost as part of the project design; and

WHEREAS, both COUNTY and DISTRICT declare that it is in the public interest that the design of the proposed Utility be prepared by the County's Consultant, R.J. Behar and Company, Inc. (hereinafter "Consultant"); and

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

Section 1. Recitals.

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

Section 2. COUNTY Responsibilities:

A. Consultant has prepared plans for the Project and will prepare the plans for the proposed Utility collectively, the "Improvements") as more specifically described in the Estimate of Work Effort and Cost (Exhibit "A") for Palm Beach County Project No. 2013528. Said Documents include the design plans.

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

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

Section 3. DISTRICT Responsibilities:

A. DISTRICT shall reimburse COUNTY a total estimated cost of **Forty Seven Thousand Seven Hundred Thirty Five Dollars and Twenty Five Cents (\$47,735.25)**, for all work addressed in Exhibit "A". Any cost exceeding this amount attributable to proposed Utility shall be paid by the DISTRICT.

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

Section 4. Payments/Invoicing and Reimbursement:

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

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

Section 5. Access and Audits:

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

Section 6. Independent Contractor:

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

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

Section 7. Personnel:

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

All of the services required hereinunder shall be performed by COUNTY or its Consultant, and personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Section 8. Indemnification:

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

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

Section 9. Annual Appropriation:

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

Section 10. Breach and Opportunity to Cure:

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

Section 11. Enforcement Costs:

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

Section 12 Notice:

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

All notice to the DISTRICT shall be sent to:

Leighton Walker, Utilities Engineer
City of Riviera Beach Utility District
600 West Blue Heron Boulevard
Riviera Beach, Florida 33404

All notice to the COUNTY shall be sent to:

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

Section 13. Modification and Amendment:

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

Section 14. Remedies:

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 15. No Waiver:

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

Section 16. Joint Preparation:

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

Section 17. Equal Opportunity:

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

Section 18. Execution:

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

Section 19. Filing:

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

Section 20. Termination:

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

Section 21. Compliance with Codes and Laws:

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

Section 22. Office of the Inspector General:

Palm Beach County has established the Office of the Inspector General, in Palm Beach County code section 2-421-2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and

inspect the activities of the contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

Section 23. Public Entity Crime Certification:

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, COUNTY shall have its consultant certify that their affiliates, suppliers and sub consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

Section 24. Severability:

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

Section 25. Entirety of Agreement:

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

Section 26. Survival:

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


Section 27 Term:

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

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

CITY OF RIVIERA BEACH
UTILITY SPECIAL DISTRICT

PALM BEACH COUNTY, FLORIDA

BY: 
Terence D. Davis,
Chairperson


BY: _____
Tanya N. McConnell, P.E.,
Deputy County Engineer

ATTEST:

ATTEST:

APPROVED AS TO TERMS
AND CONDITIONS:

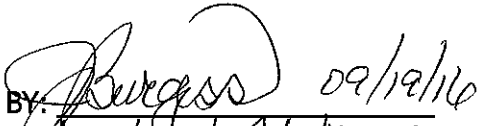
APPROVED AS TO TERMS
AND CONDITIONS:

BY: 
Ruth Jones
City Manager

BY: _____
Omelio A. Fernandez, P.E., Director
Roadway Production Division

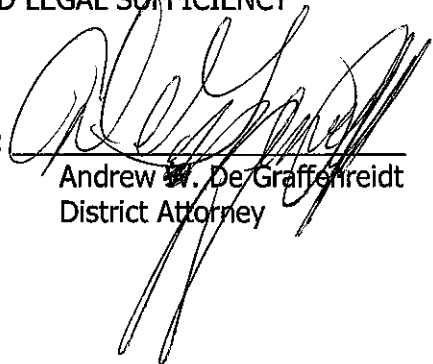
ATTEST:

Claudene L. Anthony, CMC
DISTRICT CLERK

BY: 
Deputy City Clerk (DATE)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

BY: 
Andrew W. DeGraffenreidt
District Attorney

BY: _____
Assistant County Attorney

HAVERHILL ROAD

FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710

PROJ. NO. 2013528 - SUPPLEMENTAL AGREEMENT No. 3

**SUPPORT SERVICES SCOPE OF WORK
FEE ESTIMATE AND STAFF HOUR DISTRIBUTION FOR
DESIGN OF FORCE MAIN AND OTHER UTILITY RELOCATIONS**

**Prepared For:
PALM BEACH COUNTY ROADWAY PRODUCTION**



as part of a

A JOINT PARTICIPATION AGREEMENT

With:

City of Riviera Beach Utility District



**600 West Blue Heron Boulevard
Riviera Beach, Florida 33404**

Prepared By:



R.J. Behar

**R.J. BEHAR & COMPANY, INC.
12788 Forest Hill Blvd., Suite 2003b, Wellington, FL 33414
Ph: (561) 333-7000 ; Fax (561) 333-7001
RJB PROJ. No. 14050**

July 27, 2016

Submitted: July 18, 2016

Revision 1: July 20, 2016

HAVERHILL ROAD
FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PROJ. NO. 2013528 - SUPPLEMENTAL AGREEMENT No. 3

Design of Force Main and other Utility Relocations
For facilities owned by the City of Riviera Beach Utility District
ATTACHMENT 1 - SCOPE OF SERVICES

1.0 PROJECT DESCRIPTION

The following provides a description of engineering services provided for the above captioned project for the design and construction of the 16" Force Main and various other improvements made in conjunction with Palm Beach County's Haverhill Road widening project. The services described herein are illustrated in Attachment 1-A and will include:

2.0 SCOPE OF WORK:

All design, plans and contract documents will be prepared in accordance with the City of Riviera Beach Water Utilities District Standards as well as Palm Beach County Thoroughfare Design Procedures (February, 2006). The proposed contract deliverables will include a 96% submittal and final submittal.

1. Design of 16" Force Main: Consultant will prepare a design of a new 16" Force Main (FM), connecting to the existing 20" FM on Haverhill Road, just north of the existing E.P.B. 10 Canal (approximate Sta 507+00) and extend, parallel to the existing main, to approximate Sta 534+00 where it will cross Haverhill Road to a future connection into Pump Station 47 at the R/W line, approximately 3,000 Linear Feet. Modifications or Connections to the pump station facilities and the existing 20" FM, other than the connection intended near E.P.B. 10 Canal, will be made by others (See additional details, in Attachment 2).
2. Design of Utility Relocations: The service also includes modifications to accommodate the existing water main, force main and gravity sewer main facilities affected by the roadway improvements (within Palm Beach County Haverhill Road Right of Way (R/W). In addition, the work will include the design of minor works such as reset valve covers and manhole covers or other modifications required by the roadway construction. The design will terminate at the R/W line and does not include the Force Main connection inside the Pump Station property or any modifications to the City's Pump Station # 47 (See additional details, in Attachment 2).
3. Permits: Permits will be required for the above described installations from Palm Beach County Health Department. No other permits are anticipated, including Northern Palm Beach County Improvement District, any other Palm Beach County Departments or other permitting agencies. (See additional details, in Attachment 2).
4. Notice, Bid and Award: The Consultant will assist the City in the review of contractor's construction bid proposal, selection and award of the contract. However, Post Design Services and Construction Engineering and

Inspection for construction of facilities owned by the City will be provided by City of Riviera Beach Utilities District staff (See additional details, in Attachment 2).

3.0 REIMBURSABLE EXPENSES

The Design Team will be reimbursed for all printing and delivery services related to project permit and design submittals as estimated in Attachment 2.

4.0 OBJECTIVES:

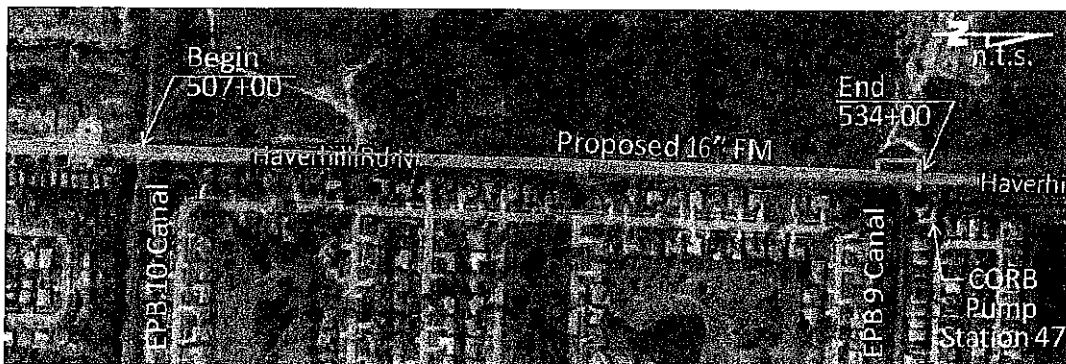
RJ Behar & Company, Inc. (RJB) will be involved in the services described above. The design will be prepared in a separate component set, to be included in the Roadway Plans and bid documents for Palm Beach County's roadway improvements (Project No. 2013528). The elements of work will include:

Basic Services:

1. Design Analysis
2. Plan Production
 - a. New 16" Force Main Installation
 - b. Relocations of 12" WM
 - c. Relocation of 6" Gravity Sewer
3. Permits

5.0 LENGTH OF SERVICES

The proposed schedule is expected to follow the Haverhill Road Contract Bid schedule. The design work, described above is estimated to last approximately 6 months but will be adjusted in accordance with the County's Haverhill Road bid schedule. The construction, construction management services and post design services will be contracted separately.



ATTACHMENT 1-A

**ATTACHMENT 2
HAVERHILL ROAD**

**FROM NORTH OF CARIBBEAN BOULEVARD TO SR 710
PROJ. NO. 2013528 - SUPPLEMENTAL AGREEMENT No. 3
SUPPORT SERVICES SCOPE OF WORK
FEE ESTIMATE AND STAFF HOUR DISTRIBUTION FOR
DESIGN OF FORCE MAIN AND OTHER UTILITY RELOCATIONS**

**Prepared For:
PALM BEACH COUNTY ROADWAY PRODUCTION**



**as part of a
A JOINT PARTICIPATION AGREEMENT**

**With:
City of Riviera Beach Utility District**



**600 West Blue Heron Boulevard
Riviera Beach, Florida 33404**

Prepared By:



**R.J. BEHAR & COMPANY, INC.
12788 Forest Hill Blvd., Suite 2003b, Wellington, FL 33414
Ph: (561) 333-7000 ; Fax (561) 333-7001
RJB PROJ. No. 14050**

July 27, 2016

7/27/2016

HAVERTHILL ROAD
PROJ. NO. 2013528 - SUPPLEMENTAL AGREEMENT No. 3
DESIGN OF FORCE MAIN AND OTHER UTILITY RELOCATIONS - FEE ESTIMATE
RJ BEHAR & COMPANY, INC. - PROJECT No. 14050
FEE SUMMARY

ACTIVITY	PROJECT MANAGER		SENIOR ENGINEER		ENGINEER		DESIGNER		CADD TECHNICIAN		MHR BY ACTIVITY	TOTAL COST BY ACTIVITY
	MAN HRS	\$ HOURLY RATE	MAN HRS	\$ HOURLY RATE	MAN HRS	\$ HOURLY RATE	MAN HRS	\$ HOURLY RATE	MAN HRS	\$ HOURLY RATE		
1. Design Analysis	5	\$ 301.65	28	\$ 1,610.00	33	\$ 1,033.89	9	\$ 315.00	19	\$ 582.73	94	\$ 3,843.27
2. Roadway Plans	7	\$ 422.31	36	\$ 2,070.00	57	\$ 1,785.81	14	\$ 490.00	28	\$ 858.76	142	\$ 5,626.88
3. WM/FM Reloc/Adj.	6	\$ 361.98	37	\$ 2,127.50	44	\$ 1,378.52	12	\$ 420.00	25	\$ 766.75	125	\$ 5,054.75
4. Permits	2	\$ 120.66	10	\$ 575.00	11	\$ 344.63	3	\$ 105.00	6	\$ 184.02	32	\$ 1,329.31
TOTAL	20	\$ 1,206.60	111	\$ 6,382.50	145	\$ 4,542.85	38	\$ 1,320.00	78	\$ 2,392.26	393	\$ 15,854.21
RJ Behar: Basic Fee												
Project Overhead 1.6788990											\$ 26,617.62	
Profit 11.98%											\$ 5,088.12	
Total Basic Fee (RJ Behar)											\$ 47,559.95	
DIRECT EXPENSES:												
(F) Direct Reimbursables											\$ 175.30	
SUBTOTAL EXPENSES:											\$ 175.30	
TOTAL:												\$ 47,735.25

HAVERHILL ROAD
PROJ. NO. 2013528 - SUPPLEMENTAL AGREEMENT No. 3
DESIGN OF FORCE MAIN AND OTHER UTILITY RELOCATIONS - FEE ESTIMATE
 RJ BEHAR & COMPANY, INC. - PROJECT No. 14050
3. DESIGN ANALYSIS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
1 Project Research	L.S.	1	4		4	Obtain as-builts & standards
2 Master Plan or Feasibility Study	L.S.	1	12		12	Illustrate three alternatives 100 Scale
3 Horizontal/Vertical Design	L.S.	1	8		8	Translate Field Measurements
4 Cross Section Design Files	L.S.	28	0.5		14	Modify/Analyze Sta 507 to 535
5 Traffic Control Analysis	L.S.	0	0		0	N/A - by Contractor
6 Geometric Computation Book	L.S.	0	0		0	N/A
7 Contract Computation Book	L.S.	1	12		12	16" FM Installation; 15 Offsets Reset Heads
8 Cost Estimates	LS	2	4		8	96% (8hrs) & Final (4 hrs) County Submittals
9 Specifications	LS	1	8		8	Modify City Spec. to TSP for County Contract
10 Meetings	LS	1	-		20	Listed Below
11 Other Notice Bid & Award	- LS	1	8		8	Contractor Bid Review
TOTAL					94	

Meetings	#	hrs	Total
Riviera Beach WU Coordination	2	2	4
Riviera Beach Design Review (96%, Final)	2	2	4
Utility Pot Hole Pre-Const. Mtg.	2	4	8
PB County Review (96%, Final)	2	2	4
Total			20

7/27/2016

HAVERHILL ROAD
PROJ. NO. 2013528 - SUPPLEMENTAL AGREEMENT No. 3
DESIGN OF FORCE MAIN AND OTHER UTILITY RELOCATIONS - FEE ESTIMATE
RJ BEHAR & COMPANY, INC. - PROJECT No. 14050
4. FM PLANS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
1 Key Sheet	SHEET	1	4	1	4	Component Set to County Plans
4 General Notes	SHEET	1	6	1	6	Customized from City Plans for County Construction
4 Summary of Quantities	SHEET	1	8	1	8	
6 Plan	LS	6	8	0	48	May be combined to Plan & Profile
7 Profile	SHEET	6	4	0	24	
8 Miscellaneous Details Sheets	SHEET	6	2	1	12	Manholes, ARV's & Valves Std Details
10 Cross Sections	EA	28	1	6	28	Modify 507 to 535
11 Traffic Control Sheets	SHEET	0	0	0	0	N/A
12 Utility Adjustment Sheets	SHEET	0	0	0	0	N/A
13 Erosion Control Plan	SHEET	0	0	0	0	N/A
14 SWPPP/NPDES/DEWATERING	SHEET	1	12	1	12	Special Dewatering Layout Plan W Details
17 Other	LS	0	0	0	0	
TOTAL				11	142	

7/27/2016

HAVERHILL ROAD
PROJ. NO. 2013528 - SUPPLEMENTAL AGREEMENT No. 3
DESIGN OF FORCE MAIN AND OTHER UTILITY RELOCATIONS - FEE ESTIMATE
RJ BEHAR & COMPANY, INC. - PROJECT No. 14050
5. RELOCATION & ADJUSTMENTS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/ UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
1. 12" Water Main - Offsets	LS	5	12	2	60	Install WM Offsets
2. 6" Gravity Sewer - Reroute	EA	2	24	1	48	Relocate Gravity Sewer
3. Construction Details	L.S.	25	0.5		12.5	Reset FH, MH's, Valve Covers, etc.
10. Field Reviews	EA	1	4		4	
TOTAL					125	

7/27/2016

Haverhill Road
PROJ. NO. 2013528 - SUPPLEMENTAL AGREEMENT No. 3
DESIGN OF FORCE MAIN AND OTHER UTILITY RELOCATIONS - FEE ESTIMATE
RJ BEHAR & COMPANY, INC. - PROJECT No. 14050

6. PERMITS

TASK	BASIS OF ESTIMATE	NO. OF UNITS	HRS/UNIT	NO. OF SHEETS	TOTAL HOURS	REMARKS
1. PBCo Health Department	EA	1	28	8	28	16" FM, WM & Gravity Sewer
2. ROW Occupancy	EA	0	0	0	0	N/A
3. PALM BEACH CO. UTILITY PERMIT	EA	0	0	0	0	N/A
7. NPBCID	EA	0	0		0	N/A
1. SFWMD ERP Permit	LS	0	0	-	0	N/A
2. SFWMD Water Use Permit	LS	0	0	-	0	N/A
3.FDEP	EA	0	0	-	0	N/A
10. Meetings	EA	2	2		4	1 MTG - 4 HRS
11. Other	EA	0	0		0	
TOTAL					32	

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7. EXPENSES

EXPENSE ITEM						
A. REPRODUCTION	NO. OF SETS	NO. OF SHEETS	11"x17"	8 1/2"x11"	8 1/2"x14" COMP BOOK	TOTAL COST
Permits	4	25	100	100		
As-Builts 24"x36" (PBCo Repro.)	1	0	0			\$ -
Utility Relocation Plans	10	25	250	50		
96% Submittal	2	25	50	25		
Final Submittal	2	25	50	25		
Comp Book (Roadway)	4	35	0	0	140	
Subtotal			\$ 450.00	\$ 200.00	\$ 140.00	\$ -
Cost Per Sheet			\$ 0.25	\$ 0.08	\$ 0.12	
Subtotal			\$ 112.50	\$ 16.00	\$ 16.80	\$ 145.30
C. SHIPPING/POSTAGE			NO. OF PACKAGES		UNIT COST	TOTAL COST
Boxes Overnight Delivery (upto 5 lbs.)						
One per every other month (18 mo.)			2		\$ 15.00	\$ 30.00
Overnight Mail Letter						
One per every other month (18 mo.)			0		\$ -	\$ -
Subtotal						\$ 30.00
Permit Fees						
(1) SFWMD (not required)						\$ -
(2) SFWMD WATER USE PERMIT (not required)						\$ -
(3) PBCo Health Department (Provided by City)						\$ -
(4) NPBCID (not required)						\$ -
(5) PBCo UTILITY PERMIT						\$ -
Subtotal						\$ -
TOTAL EXPENSES						\$ 175.30