



TOWN OF LOXAHATCHEE GROVES  
TOWN COUNCIL MEETING AGENDA  
TUESDAY, October 21, 2014

*Mayor David Browning (Seat 4)*

*Vice Mayor Ronald D. Jarriel (Seat 1)*

*Councilman Tom Goltzené (Seat 5)*

*Councilman Ryan Liang (Seat 3)*

*Councilman Jim Rockett (Seat 2)*



Town of Loxahatchee Groves  
Town Council Meeting

Tuesday, October 21, 2014 - 7:00 p.m. to 10:30 p.m.

*(Times established by Resolution No. 2014-08... commencing at 7:00 p.m., and ending no later than 10:30 p.m., which can be extended by motion of the Council.)*

Loxahatchee Groves Water Control District, 101 West "D" Road

Mayor David Browning (Seat 4)  
Vice Mayor Ronald D. Jarriel (Seat 1)  
Councilman Tom Goltzené (Seat 5)  
Councilman Ryan Liang (Seat 3)  
Councilman Jim Rockett (Seat 2)

Town Manager Bill Underwood  
Town Clerk Janet K. Whipple  
Town Attorney Michael D. Cirullo, Jr.

Tentative  
Subject to Revision

**PUBLIC NOTICE/AGENDA**

**1. OPENING**

- a. Call to Order & Roll Call
- b. Pledge of Allegiance & Invocation – Mayor Browning
- c. Approval of Agenda

**2. CONSENT AGENDA - NONE**

**3. PUBLIC COMMENTS**

**4. PRESENTATIONS - NONE**

5. **COMMITTEE REPORTS** - *NONE*

6. **RESOLUTIONS** (*All Items Below Inclusive*)

- a. **AGENDA ITEM REPORT** - Traffic Signal at Okeechobee Boulevard and D Road Simmons & White, Inc.
- b. Discussion on Simmons and White, Inc. Proposal, and the Town Capital Improvement Plan identified a traffic light at Okeechobee Blvd. and D Road.
- c. **RESOLUTION NO. 2014-15:** (Traffic Engineering Services Proposal - Simmons & White, Inc.)

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE ENGAGEMENT OF, AND AUTHORIZING THE EXECUTION OF A PROPOSAL FROM, SIMMONS AND WHITE, INC., FOR TRAFFIC ENGINEERING SERVICES RELATING TO TRAFFIC SIGNAL AND ROADWAY IMPROVEMENTS AT THE OKEECHOBEE BOULEVARD AT "D" ROAD INTERSECTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

7. **ORDINANCES** – *NONE*

8. **ADMINISTRATIVE UPDATE** – *Town Manager Underwood*

- a. **AGENDA ITEM REPORT:** Updates on various activities and issues concerning the Town.

9. **OLD BUSINESS**

- a. **AGENDA ITEM REPORT:** Discussion on status of the Central Palm Beach County Chamber of Commerce Building.

10. **NEW BUSINESS**

- a. **AGENDA ITEM REPORT:** IGC Rotation Schedule

11. **CLOSING COMMENTS**

- b. Town Attorney
- c. Town Council Members

## 12. ADJOURNMENT

*The next regular Town Council Meeting is tentatively scheduled for November 4, 2014.*

**Comment Cards:** Anyone from the public wishing to address the Town Council must complete a Comment Card before speaking. This must be filled out completely with your full name and address and given to the Town Clerk. During the meeting, before public comments, you may only address the item on the agenda in which is being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.



**Item 6.a.b.c.**

**RESOLUTIONS**

**Agenda Item Report  
Simmons & White Inc.  
Resolution No. 2014-15**

**Traffic Signal Okeechobee Boulevard & D Road**

**Town of Loxahatchee Groves, FLORIDA  
Town Council AGENDA ITEM REPORT**

**AGENDA ITEM No. 6.a.**

MEETING DATE: 10/21/2014

**PREPARED BY:** William F. Underwood, II

**SUBJECT:** Traffic Signal at Okeechobee Boulevard and D Road

**1.BACKGROUND/HISTORY**

**Problem Statement:** The Town Capital Improvement Plan identified a traffic light at Okeechobee Blvd. and D Road is necessary for the public welfare and the project needs various preliminary work items through construction inspection provided.

**Problem Solution:** Authorize the Town Manager to engage the Town’s traffic engineer to perform all necessary activities.

During both fiscal year’s 2014 and 2015, the Town Council adopted a capital improvement plan that included the engineering, construction bid specifications, and inspection of a traffic light at the intersection of Okeechobee Boulevard and D Road budgeted at \$290,944.

**2.CURRENT ACTIVITY**

Upon request Simmons & White has provided an estimate of their costs to prepare documents for bid specification, surveying, vendor selection, and construction during inspections. Specifically, there are eight (8) tasks to be accomplished. The short description of the task and cost is:

Item 1 – Signalization Plans	\$13,356.00
Item 2 – Signal Permit Approval Process	3,561.60
Item 3 – Structural Analysis	3,561.60
Item 4 – Roadway Improvement Plans	18,000.00
Item 5 – Geotechnical Services	6,880.00
Item 6 – Subsurface Utility Investigation (time and material)	4,400.00
Item 7 – Survey Services	5,547.00
Item 8 – Services during construction (hourly budget)	2,500.00
Items 9 & 10 – Revisions & Additional Services	<u>Hourly as needed</u>
<b>Total Estimated Cost</b>	<b>\$57,806.20</b>

Please note that items 6 and 8 are estimates and actuals may vary from these projected amounts. If items 9 or 10 are requested, hourly rates apply to the tasks as identified in the last paragraph on page 5 of the agreement. The company has prepared an estimate for Town Council consideration. Their proposal is attached hereto for your review.

### **3.ATTACHMENTS**

Simmons & White Cost Proposal

### **4.FINANCIAL IMPACT**

Excluding construction costs, this step in the traffic light implementation it is expected to cost the Town \$57,000.

### **5.RECOMMENDED ACTION**

Motion to adopt resolution authorizing the appropriate official to execute the agreement with Simmons & White for the traffic light project.



September 23, 2014

Town of Loxahatchee Groves  
14579 Southern Boulevard  
Suite 2  
Loxahatchee Groves, Florida 33470

Attention: Mr. Mark Kutney  
Town Manager

Reference: Okeechobee Boulevard at "D" Road Intersection Improvements  
Town of Loxahatchee, Florida

Dear Mr. Kutney:

We are pleased to submit the following proposal for professional services in connection with intersection improvements for the above referenced project. Simmons & White, Inc., hereinafter referred to as the Consultant, proposes to furnish professional services for the Town of Loxahatchee Groves, hereinafter referred to as the Client of the scope outlined below for the fees stipulated herein.

### Scope of Services

The Consultant will perform the following:

- 1. Signalization Plans** - Prepare Signalization Plans in the standard plan format 11" x 17", and at a scale of 1" = 40'. The traffic signals will be designed in accordance with FDOT and local standard design criteria in conjunction with criteria established in the Manual of Uniform Traffic Control Devices (MUTCD). Detailed information will include signal head type and locations, signal phasing/sequencing diagram, preemption timing chart, vehicle detection chart, pedestrian actuation, signal pole locations, stop bars, pedestrian crosswalks, traffic lane lines and other appropriate details. The Consultant will coordinate with the maintaining agency to ensure that the signal hardware is compatible with other signals in their system. Utility coordination will be required for the proposed traffic signal installation. The Consultant will contact the Sunshine One Call System to determine the utility operators within the project vicinity. Correspondence and plans will be sent to all involved utilities describing the planned improvements and the construction schedule. Verification will be obtained from the utility operators on approximate locations of their facilities.

Scope of Services (Continued)

The following sheets will comprise the Signalization Plan set:

- a. Key Sheet – A key sheet for the project will be prepared indicating the project number, County name, street name, Plan Index and other appropriate general construction data.
- b. Quantities Sheet – The quantities sheet will include a tabulation of items, descriptions and quantities of materials and type of work.
- c. General Notes – General notes referencing pay items or indicating special design information such as but not limited to controller operations or maintenance of traffic will be provided.
- d. Signalization Plans – All items necessary to construct new mast arm signals will be included.
- e. Interconnect Plan – An outline of the interconnect required by the maintaining agency will be provided.
- f. Signing and Pavement Marking Plans – All items necessary to sign and mark the signalized intersection.
- g. Detail Sheets – As required by Palm Beach County.

NOTE: Item 1 does not anticipate that any utility relocation is required. If utility relocation(s) is required, it will be performed under Additional Services.

**2. Signal Permit Approval Process (Palm Beach County)**

- a. Agency Coordination – We will meet with the Palm Beach County staff, to present the signal plans and address and resolve all comments.
- b. Prepare Permit Package – The Consultant will prepare and submit the traffic signal permit application and will monitor the status of the permit application through the approval process.

**3. Structural Analysis** – Strain poles will be utilized. The calculations will consider the loads placed on the supports, which include the foundation, signal heads, signing, light standards and wind loads.

\_\_\_\_\_ Int.

Scope of Services (Continued)

NOTE: Item 3 assumes that no special foundation or upright designs will be required (special design meaning an original design necessitated due to prevailing field conditions that make it impossible to accommodate an existing FDOT standard design). If a special design and/or specification is warranted, it will be beyond the scope of this proposal and will require Additional Services.

4. **Roadway Improvement Plans** -- Includes all work necessary to improve the intersection roadway elements, including pavement on side streets back to end of roadway dividing striping (approximated at 150'), pedestrian ramps, sidewalk upgrades and improvements to guardrail at the culvert crossing.

NOTE: The roadway improvements assume no specialized structural design is necessary around the culvert. If required, it will be provided under Additional Services.

5. **Geotechnical** – Services to be provided by Tierra South Florida, Inc. See attached Subconsultant proposal.
6. **Subsurface Utility Investigation** – Services to be provided by Ground Hound Detection Services, Inc. See attached Subconsultant proposal.
7. **Survey** – Services to be provided by Brown & Phillips, Inc. See attached Subconsultant proposal.
8. **Services During Construction** - Provide services during construction as required to certify the completed project to the governing agencies, in general accordance with Attachment “A”.

NOTE: This Item includes only the Scope outlined in Attachment “A”. Additional meetings, failed inspections, requests for additional services, etc., are not included and will be billed based on the hourly rates listed herein.

\_\_\_\_\_ Int.

Scope of Services (Continued)

9. **Revisions** to the above based on Site Plan and/or Roadway, Signing and Pavement Marking Plan changes, governing agencies requests for additional information, or items beyond the Control of the Consultant. These services will be provided on an as-needed basis at our current hourly billing rates, with a maximum specified limit. Anything above the upset limit will be confirmed with the Client prior to work being completed by the Consultant.
10. **Additional Services** requested by the Client and agreed to by the Consultant such as, but not limited to, preparation of preliminary cost estimates, assistance with bidding, additional meetings, utility relocation plan preparation, special mast arm or foundation designs or details, or traffic control plans.

NOTE: No warranty of signal has been secured. A Signal Warrant Study, if required by Palm Beach County, will be provided under Additional Services.

Items to be Furnished by the Client  
at No Expense to the Consultant

Assist the Consultant by placing at his disposal all available pertinent information relative to the project.

Furnish at no cost to the Consultant:

1. Name and address of property owner and copy of the last recorded Warranty Deed.
2. All permit application and governmental fees.
3. Approved, workable and accurate Site Plan.
4. Complete Conditions of Approval imposed during the planning and zoning process.
5. Construction testing.
6. Traffic counts, if required.

\_\_\_\_\_ Int.

Items to be Furnished by the Client  
at No Expense to the Consultant (Continued)

7. Details regarding required conduit locations for irrigation and utilities, etc. (if any).

In addition to the above, other special data, all of which the Consultant will rely upon in performing services.

It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by the Engineer without independent verification of the same.

Time of Performance

The Scope of Services will be completed within a time frame to be mutually agreed upon except for delays beyond the control of the Consultant.

Fees to be Paid

The Consultant shall be paid the following lump sum fees and hourly fee estimates for the Items in the Scope of Services:

<b>Item 1 – Signalization Plans</b>	=	<b>\$13,356.00</b>
<b>Item 2 – Signal Permit Approval Process</b>	=	<b>\$ 3,561.60</b>
<b>Item 3 – Structural Analysis</b>	=	<b>\$ 3,561.60</b>
<b>Item 4 – Roadway Improvement Plans</b>	=	<b>\$18,000.00</b>
<b>Item 5 – Geotechnical Services</b>	=	<b>\$ 6,880.00</b>
<b>Item 6 – Subsurface Utility Investigation</b>	=	<b>\$ 4,400.00 (time &amp; material)</b>
<b>Item 7 – Survey Services</b>	=	<b>\$ 5,547.00</b>
<b>Item 8 – Services During Construction</b>	=	<b>\$ 2,500.00 (hourly budget)</b>

For Items 8 through 10, the Consultant shall be paid an hourly rate of \$160 for Principal, \$185 for Traffic Principal, \$250 for Expert Testimony, \$150 for Senior Traffic Engineer, \$135 for Senior Engineer, \$110 for Engineer, \$100 for Senior Technician, \$80 for Technician, \$50 for Clerical. In addition to the fees above, the Consultant shall be reimbursed for direct expenses including, but not limited to, automobile travel at \$.60 per mile, printing, postage, courier and reproduction.

\_\_\_\_\_ Int.

Fees to be Paid (Continued)

**We estimate the cost of Item 6 to be \$4,400.00 and Item 8 to be \$2,500.00.** It should be emphasized that these estimates are for budget purposes only and should not be considered guaranteed amounts. The above fees are subject to increase one year from the date of this proposal.

Payments shall be made upon monthly billing, payable within 21 days from the date of invoice. Any billing dispute or discrepancy shall be set forth in writing and delivered to Simmons & White, Inc. prior to the due date for payment. Any matter not set forth in writing and delivered prior to the due date shall be deemed waived and the invoice shall be deemed correct and due in full. Past due payments shall include interest from the date of invoice at a simple interest rate of 1-1/2 percent per month.

In the event any invoice or any portion thereof remains unpaid for more than forty-five (45) days following the invoice date, the Consultant may initiate legal proceedings to collect the same and recover, in addition to all amounts due and payable, including accrued interest, its reasonable attorney's fees and other expenses related to the proceeding. Such expenses shall include, but not be limited to the cost, determined by the Consultant's normal hourly billing rates, of the time devoted to such proceeding by its employees.

Pursuant to Section 558.0035 of Florida Statutes, an individual employee or agent of Consultant may not be held individually liable for negligence.

Construction Phase Services

Services during construction will endeavor to provide protection for the Client against defects and deficiencies in the work of the Contractor. However, the furnishing of services during construction does not guarantee the work of the Contractor, nor assume liability on the part of the Contractor for job safety.

\_\_\_\_\_ Int.

Estimates

Consultant's opinions of probable Construction Cost are to be made on the basis of Consultant's experience and qualifications and represent Consultant's best judgment as an experienced and qualified professional generally familiar with the construction industry. However, because the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Consultant. If Client requires greater assurance as to probable Construction Cost, Client must employ an independent cost estimator.

Termination

This Agreement may be terminated by either party by giving three (3) days advance written notice. The Consultant shall be paid for services rendered to the date of termination on the basis of a reasonable estimate of the portion of services completed prior to termination and shall be paid for all reasonable expenses resulting from such termination and for any unpaid reimbursable expenses.

Acceptance

Acceptance of this proposal may be indicated by the signature of a duly authorized official of the Client in the space provided below. One signed copy of this proposal, along with Item 1 under "Items to be Furnished by the Client," returned to the Consultant

\_\_\_\_\_ Int.

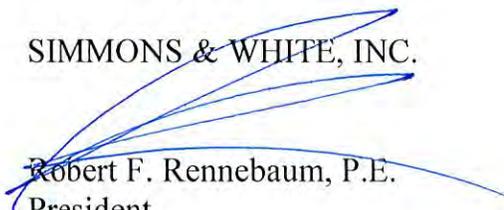
Mr. Mark Kutney  
September 23, 2014 – Page 8

Acceptance (Continued)

will serve as an Agreement between the two parties and as Notice to Proceed. (By his signature, the Client certifies that he has sufficient funds reserved to pay for these professional services.) Should this proposal not be accepted within a period of 60 days from the above date, it shall become null and void.

Very truly yours,

SIMMONS & WHITE, INC.

  
Robert F. Rennebaum, P.E.  
President

Accepted by:

Town of Loxahatchee Groves

Signature: \_\_\_\_\_

Company/Individual: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

cc: Addressee  
ja: x:/docs/proposals/prop.kutneyokeechobeeanddroad.word

ATTACHMENT "A"

DESCRIPTION OF SERVICES DURING CONSTRUCTION

1. Review shop drawings.
2. Coordinate, prepare and submit pre-construction meeting submittals to applicable governing agencies and attend pre-construction meeting.
3. Conduct pre-agency final observation and develop punchlist based on agency requirements.

NOTE: The development of a pre-agency final punchlist is intended to address any known deficiencies prior to agency final but cannot be relied upon as a "complete" list.

4. Conduct semi-final and final inspection with Town of Loxahatchee Groves.
5. Provide additional construction observation: Consultant will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the Contract Documents. Consultant will not be required to make exhaustive or continuous on-site inspections to check the quality of the work. Consultant's efforts will be directed toward providing for Client a greater degree of confidence that the completed work will conform to the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, Consultant will keep Client informed of the progress of the work and will endeavor to guard Client against defects and deficiencies in the work. The furnishing of construction observation services does not guarantee the work of the Contractor, nor assume liability on the part of the Contractor for job safety. Consultant will have authority to disapprove or reject work which is defective.
6. Project Certifications: Upon the Contractor's completion of the required site improvements, Client's registered land surveyor will prepare record drawings. Upon approval of the construction, Engineer will review and submit record drawings together with letters of certification to the applicable governing agencies.
7. Review job progress with Client.
8. Review Construction Pay Estimates.

ATTACHMENT "A"  
PAGE TWO

9. At the Client's request, investigate matters which may arise during construction and provide recommendations, observations and other services as required. Additional construction related services that the Consultant is requested to perform that are outside of the scope of work outlined in this attachment may exceed the estimated hourly budget amount provided. Consultant assumes that Client's request to perform work outside of the scope outlined in this attachment authorizes Consultant to perform the requested task(s) and Client shall provide due compensation in accordance with the terms of this contract, should the requested services exceed the estimated hourly budget provided.



September 22, 2014

Simmons & White  
5601 Corporate Way, Suite 200  
West Palm Beach, Florida 33407

Attn: Ms. Tricia Barr, P.E., Project Manager

Re: **Proposal for Geotechnical Services**  
**Proposed Mast Arm**  
**Intersection of Okeechobee Boulevard and D Road**  
**Loxahatchee Groves, Florida**  
**TSF Proposal No.: 1409-428**

Dear Tricia:

As requested, **TIERRA SOUTH FLORIDA, INC. (TSF)** is pleased to submit this proposal for the above-referenced project. 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**

All work performed by TSF will be in general accordance with PBC standards. We understand that four (4) mast arm borings will be required at the above intersection. As requested, TSF will perform four (4) Standard Penetration Test (SPT) borings to a depth of 30 feet for the proposed mast arms.

Boring locations will be approximately located and noted in the field by our personnel by measuring distances with a tape from known reference points. 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. TSF will recommend a utility line locating service upon request.

Upon completion of the field exploration, laboratory testing will be performed on selected samples.

A geotechnical engineer will evaluate the results of all drilling and laboratory testing. A report will be issued that contains the exploration data, a discussion of the site and subsurface conditions, evaluation, and recommendations of soil parameters for mast arm design, and a discussion of some construction considerations.

### **ESTIMATED FEES**

It is proposed that the fee for the performance of the services outlined above is determined on a unit price basis. The estimated fees is \$6,880.00.

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

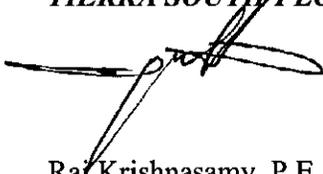
### **SCHEDULE AND AUTHORIZATION**

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within a few days of project approval (weather permitting and utility clearance). The fieldwork is expected to take about one day to complete. The written report can be submitted about two weeks after completion of the field exploration, depending on the extent of the laboratory-testing program. Verbal preliminary recommendations can be made to appropriate parties prior to submittal of the written report.

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.  
Principal Engineer

RK:JO

Attachments: 1. Fee Estimate

<b>AUTHORIZED BY:</b>	<b>INVOICE TO:</b>
<b>Name:</b>	<b>Firm:</b>
<b>Title:</b>	<b>Name:</b>
<b>Date:</b>	<b>Address:</b>

Tierra South Florida's General Conditions

1. **SCOPE OF WORK:** Work means the specific geotechnical, analytical, testing or other service to be performed by Tierra South Florida, Inc. (TSF) as set forth in TSF's proposal, Client's acceptance of the scope of work and these General Conditions. Additional work ordered by Client shall also be subject to these General Conditions. "Client" refers to the person or business entity ordering the work to be done by TSF. Client shall communicate these General Conditions to each and every third party to whom Client transmits any part of TSF's work. TSF shall have no duty or obligation to any third party greater than that set forth in TSF's proposal, Client's acceptance of TSF's proposal and these General Conditions. The ordering of work from TSF, or the reliance on any of TSF's work, shall represent acceptance of the terms of TSF's proposal and these General Conditions, regardless of the terms of any subsequently issued document.
2. **RIGHT-OF-ENTRY** -The client will provide right-of-entry for TSF and all necessary equipment in order to complete the work. While TSF will take all reasonable precautions to minimize any damage to the property, it is understood by Client that in the normal course of work some damage may occur, the correction of which is not part of this agreement.
3. **DAMAGE TO EXISTING MAN-MADE OBJECTS** -The Client, will provide the location of all underground utilities or obstructions to TSF who, in the prosecution of their work, will take all reasonable precautions to avoid damage or injury to any such subterranean structure or utility. The Owner agrees to hold TSF harmless for any damages to subterranean structures which are not called to TSF's attention and correctly shown on the plans furnished and will reimburse TSF for any expenses in connection with any claims or suits including reasonable attorney fees at the trial and appellate levels.
4. **IN-PLACE MATERIALS TESTING** -TSF will not be responsible for repair or damage to portions of structures designated for in-place materials testing. Repairs can be made for aesthetic reasons if requested in advance of the work to be performed. The cost for labor and materials would be charged.
5. **SAMPLE RETENTION** -TSF will retain all soil and rock samples obtained for geotechnical explorations for 30 days. Samples subjected to Construction Materials and Laboratory testing are disposed of subsequent to testing. Further storage or transfer of samples can be made at Client's expense upon written authorization.
6. **DEFINITION OF RESPONSIBILITY (OBSERVATION SERVICES)** - The presence of our field representative will be for the purpose of providing observation and field testing. Our work does not include supervision or direction of the actual work of the contractor, his employees or agents. The contractor for this project should be so advised.
  - 6.1. The Contractor should also be informed that neither the presence of our field representative or the observation and testing by our firm shall excuse him in any way for defects discovered in his work. It is understood that TSF will not be responsible for the Contractor's job or site safety on his project. That will be the sole responsibility of the contractor.
7. **STANDARD OF CARE** -Service performed by TSF under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions. No other warranty, expressed or implied, is made.
  - 7.1. Client recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys or explorations are made by TSF and that the data, interpretations and recommendations of TSF are based solely on the information available to it. TSF shall not be responsible for the interpretation by others of information developed.
8. **ORAL AGREEMENTS** -No oral agreement, guarantee, promise, representation or warranty shall be binding.
9. **OWNERSHIP OF DOCUMENTS** -All reports, boring logs, field data and notes, laboratory test data, calculations, estimates and other documents prepared by TSF, as instruments of service, shall remain the property of TSF until final payment is received and a letter of copyright transfer been executed.
10. **BASIS OF PAYMENT** -Payment is due within 30 days of date of invoice. Payments not made when due shall bear interest at eighteen (18) percent annum or at the maximum rate allowed by law from the date of the invoice until same is paid.
  - 10.1. If the Client fails to make any payment due to TSF for service and/or expenses within 60 days of date of invoice, TSF may, after giving seven days' written notice to Client, suspend services until all outstanding amounts have been paid to TSF in full. Further, TSF may, in addition to withholding services, or singularly, withhold reports, plans and other documents not paid in full by the Client. In the event that final payment for completed work is not made, TSF shall request that all copyrighted documents which were submitted to client be returned and all information used in project plans be removed from project documents.
  - 10.2. In the event it is necessary to take legal action to effect collection, whether or not litigation is commenced, the Client agrees to reimburse TSF for expenses in connection with any claims or suits, including reasonable attorney's fees, including but not limited to the trial and appellate levels.
  - 10.3. This contract shall be governed by the laws of the State of Florida.
11. **CONSTRUCTION REVIEW** - TSF cannot accept responsibility for any design work unless the work includes services for construction review to determine whether or not the work performed is in substantial compliance with TSF's conclusions and recommendations.
12. **INDEMNIFICATION** -TSF agrees to hold harmless and indemnify Client from and against liability arising out of TSF's negligent performance of the work. Client agrees to indemnify and hold TSF harmless from all liability including all costs, attorney's fees and expenses of defense for any claims by any other person or corporation which may arise out of the performance or breach of this contract for which TSF was not solely negligent.
13. **LIMITATION OF LIABILITY** -The Client/Owner agrees to limit TSF's liability for negligent professional acts, errors or omissions, such that the total aggregate liability of TSF shall not exceed \$50,000 or the total fee for the services rendered on this project; whichever is greater. The Owner further agrees to require the contractor and his subcontractors a similar limitation of liability suffered by the contractor or the subcontractors arising from TSF's negligent professional acts, errors or omissions.
  - 13.1. If Client prefers to have higher limits on professional liability, TSF agrees to increase the limits up to a maximum of \$1,000,000 upon Client's written request at the time of accepting our proposal provided that Client agrees to pay an additional consideration of 5 percent of our total fee. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance.
14. **INSURANCE** -TSF represents and warrants that it and its agents, staff and consultants employed by it are protected by Worker's Compensation insurance and Employer's Liability Insurance in conformance with applicable state laws. TSF has such coverage under public liability and property damage insurance policies that TSF deems to be adequate. A Certificate of Insurance can be supplied evidencing such coverage upon request.
  - 14.1. Within the limits and conditions of such insurance, TSF agrees to indemnify and save client harmless from and against any loss, damage or liability arising from any negligent acts by TSF, its agents, staff and consultants employed by it. TSF shall not be responsible for any loss, damage or liability beyond the amounts, limits and considerations of such insurance. TSF shall not be responsible for any loss, damage or liability arising from any acts by clients, its agents, staff and other consultants employed by it.
  - 14.2. Cost of the above coverage is included in our quoted fees. If additional coverage or increased limits of liability are required, TSF will endeavor to obtain the requested insurance and charge separately for costs associated with additional coverage or increased limits.
15. **TERMINATION** -This agreement may be terminated by either party upon seven days written notice in the event of substantial failure by the other party to perform in accordance with the terms thereof. Such termination shall not be effective if the substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, TSF shall be paid for services performed to the termination notice date plus reasonable termination expenses.
  - 15.1. In the event of termination or suspension for more than three months, prior to completion of all reports contemplated by this Agreement, TSF may complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs for TSF in completing such analyses, records and reports.
16. **CLIENT'S OBLIGATION TO NOTIFY TSF** - Client represents and warrants that it has advised TSF of any known or suspected hazardous materials or conditions, utility lines and pollutants at any site at which TSF is to do work hereunder, and unless TSF has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, Client agrees to defend, indemnify and save TSF harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to TSF's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof were not revealed to TSF by Client.
17. **HAZARDOUS MATERIALS** -This agreement shall not be interpreted as requiring TSF to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants.

Initial \_\_\_\_\_

**TIERRA SOUTH FLORIDA, INC.**

	Unit	# of Units		Unit Price		Total
<b>I. FIELD INVESTIGATION</b>						
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.	30	\$	7.00	\$	210.00
Traffic Control (1-man crew with safety equipments)	Day	1	\$	1200.00	\$	1,200.00
<b>II. LABORATORY TESTING</b>						
Visual Examination by Staff Engineer	Hour	4	\$	85.00	\$	340.00
Natural Moisture Content Tests	Test	0	\$	10.00	\$	0.00
Grain-Size Analysis - Full Gradation	Test	0	\$	60.00	\$	0.00
Grain-Size Analysis - Single Sieve	Test	0	\$	30.00	\$	0.00
Organic Content Tests	Test	0	\$	45.00	\$	0.00
Atterberg Limit Tests	Test	0	\$	70.00	\$	0.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	2	\$	150.00	\$	300.00
<b>III. FIELD ENGINEERING AND TECHNICAL SERVICES</b>						
Site Recon./Utility Coordination/MOT Sr. Engineering Technician	Hour	6	\$	65.00	\$	390.00
<b>IIIA. ENGINEERING AND TECHNICAL SERVICES</b>						
Principal Engineer	Hour	0	\$	145.00	\$	0.00
Senior Geotechnical Engineer	Hour	2	\$	125.00	\$	250.00
Project Engineer	Hour	12	\$	115.00	\$	1,380.00
Draftperson	Hour	6	\$	60.00	\$	360.00
<b>TOTAL FEE FOR GEOTECHNICAL SERVICES-Mast Arms</b>					<b>\$</b>	<b>6,880.00</b>



A Professional Utility Locating Service

September 5, 2014

Ms. Tricia Barr, P.E.  
Simmons & White  
5601 Corporate Way, Suite 200  
West Palm Beach, Florida 33407  
p 561.478.7848 f 561.478.3738

Re: "Okeechobee Blvd and D Road, Loxahatchee"

Ms. Barr,

Ground Hound Detection Services, Inc. (GHD) is pleased to provide the following proposal for utility locating and vacuum excavation services. Based on the information contained in your email dated September 4, 2014, GHD will provide horizontal utility locations within the depicted area on the provided drawing. Additionally, vacuum excavations will be performed in a radius of 4 to be determined mast arm locations to expose and verify specific utilities (TBD).

#### DESCRIPTION OF SERVICES:

Vacuum excavation is a non-destructive technique used to safely expose utilities using a combination of compressed and vacuum air. Once the utility has been exposed, vertical elevation, diameter and material type can be obtained. Conditions such as groundwater, hard, rocky soils, sub-surface obstructions and targets at deep elevations can limit the effectiveness of vacuum excavation. Targets beyond the limitations of the Vacuum system may be "probed" with an air lance. This technique is effective in determining elevation but may be ineffective for determining outside diameter and material type. Additional fees for excavations may apply on targets greater than 18" in width including but not limited to: pipes, duct banks, conduit systems, manholes, handholes, structures, UST's. **Portions of South Florida have been found to be non-conductive to the vacuum excavation method. GHD will make a diligent effort to provide the desired information. However, if the soil conditions prove to be unfavorable for this service, GHD reserves the right to cease in its effort so not to create an unsafe environment for its employees and/or the general public.**

Ground Penetrating Radar (GPR) method transmits electromagnetic waves, which are pulsed at discrete distance/time intervals. The transmitted pulse radiates through the earth whereby a portion of the energy is reflected from interfaces of contrasting electrical properties (e.g. pavement and soil interface, soil stratigraphic changes and buried metallic and nonmetallic objects) while the remaining energy continues until reaching additional reflectors where the process is repeated. Reflected energy is received by the antennae and recorded for later processing and interpretation. Factors such as soil moisture, clay content, and variations in the dielectric constants of materials control the effectiveness of the GPR method. Wet conductive soils severely attenuate GPR signals and thus the effective depth of exploration. The presence of foreign product leached into the soil can eschew the data collected. GPR energy cannot transmit through ferrous objects since metal acts as a pure reflector. Freshly-poured concrete (less than 60 days), concrete containing metal fibers, fine-mesh screenings beneath tile, Styrofoam between floor or roof slabs can inhibit the effective permeability and accuracy of GPR. In order to accurately conduct a radar survey, orthogonal scans must be made across the target area. Confined or obstructed areas that restrict an even scanning pattern can impede the data collected and reduce the accuracy of the final results. GPR does not measure diameter of objects or depth of utility, only their horizontal location(s).

2930 NW Commerce Park Drive, Suite #1, Boynton Beach, FL 33426  
PHONE: (561)737.9800 FAX: (561)737.1742 WEB: [www.groundhound.com](http://www.groundhound.com) EMAIL: [Info@groundhound.com](mailto:Info@groundhound.com)

DESCRIPTION OF SERVICES (Continued):

Electromagnetic induction is a method in which a transmitter signal is applied by directly coupling to a target. As long as the target is metallic, a receiver is used to detect the transmitted signal. Passive detection is another technique used to locate naturally occurring magnetic fields that exist on power cables generating a 50/60 Hz signal. Additionally, passive VLF signals can be detected on other metallic utilities that are typically long in length and are well grounded electrically.

Locating underground utilities is not an exact science. Therefore, Ground Hound Detection Services, Inc. (GHD) expresses no guarantees that using one or any of the available technologies for identifying utilities/structures will identify all utilities/structures and/or meet the objective of this or any individual project. ARCADIS U.S., Inc. understands that limitations within the available technology, the complexity of site conditions and circumstances beyond the control of GHD may limit the performance/results of the GHD's services. Project Owners, ARCADIS U.S., Inc. and any of its Subcontractors shall hold harmless and indemnify GHD against any and all losses as a result of inability to locate or mislocate due to limitations within the available technology, the complexity of site conditions and circumstances beyond its control, but not against negligence on the part of GHD or its employees. The services provided by GHD shall be performed in accordance with generally accepted professional practices as related to the nature of services performed. Payment to GHD shall not be contingent upon its performance or results due to any limiting condition as described. Hand digging is required in all situations when excavating within 24" of GHD's markings.

**This proposal constitutes the entire agreement between the parties. The agreement may not be altered, modified or conditioned in any respect without the prior written consent of all parties. Documents such as but not limited to "change orders", "purchase orders", sub-contract agreements, and statements of terms and conditions of work shall require prior written acceptance by GHD to be binding. Payment to GHD for work performed pursuant to this proposal shall not be contingent upon GHD's consent to any proposed alteration, modification or condition to the agreement.**

CONDITIONS: Locating underground utilities for design/pre-excavation:

- Utility locations are being provided in an attempt to prevent or reduce the likelihood of damage during excavation and /or provide design information.
- Areas to be investigated must be level and free of obstructions. EM and GPR discovery may be limited up to 24" within any vertical impediment, structure or otherwise.
- Results are dependent upon field conditions at the time of locating services.
- GHD's inability to complete the project due to delays, conditions outside GHD's control does not void this contract.
- If GHD is to produce a drawing (optional, additional fee), customer is responsible for providing an electronic AutoCAD file for GHD to use as a base to drop its discoveries on. If a file is not available, additional costs and time to produce the drawing are likely.
- Drawings produced by GHD (optional, additional fee) are not considered to be "survey grade" drawings. GHD will include dimensions from a fixed feature in the field/drawing to the horizontal position of the target being depicted. Drawings are not prepared by a licensed Engineer, Surveyor or Draftsman. In addition, drawings are not prepared to any State survey or drafting standard.
- If GHD reviews its discoveries with others responsible for mapping/data collection, a copy of the file must be provided to GHD to review for errors and omissions.
- APWA standards are used for marking.
- GHD is not responsible for, moved, altered, obliterated or maintaining marks. GHD will impose an additional fee to relocate/re-mark facilities.
- If underground facilities are damaged, whether marked by GHD or not, it is your obligation to notify a representative of GHD immediately at the time of damage.
- Any available as-builts, engineered or other record drawings with regards to any utilities within the project limits shall be made available to GHD for its review prior to commencement of field work.

DESCRIPTION OF SERVICES (Continued):

- GHD is not a substitute for Chapter 556 of the FL State Statute (Underground Facility Damage Prevention and Safety Act). Prior to project construction, excavating contractor is responsible for securing locations of public utilities through Sunshine State One Call of Florida (Phone # 811).
- The performance of GHD’s services is limited to full and unobstructed access to include but not limited to: mechanical rooms, manholes, hand holes, vaults, meter rooms, telecom rooms, fixtures (plumbing, electrical, communication), dispensers, fenced compounds, tanks and structures. Full cooperation from the on site personnel is necessary to perform a complete investigation.

COST ESTIMATE:

*EM & GPR Investigation*

- Perform/verify horizontal locations of existing detectable utilities using EM & GPR techniques.
- Mark selected targets on the ground surface as necessary.
- Review all discoveries with on site personnel.

EM & GPR Survey	4 hour minimum @ \$225/ hr	\$900.00
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Vacuum Excavation

- Verify horizontal location of target utilities using EM & GPR techniques.
- Perform vacuum excavation of specific utilities, record all pertinent information.
- Provide test hole data sheets depicting our discoveries.

Hard Surface Excavation w/ restoration	\$350/excavation*
Soft Surface Excavation	\$250/excavation*
Maintenance of Traffic (if required)	
Permit Fee (if required)	TBD
Permit Administrative fee (if required)	\$180
Maintenance Of Traffic Equipment (If Needed)	\$75 - \$450/day

***\*There is a four (4) excavation minimum for vacuum excavation services.***

*The above cost is effective for 30 days from the date of this proposal. Costs are subject to change upon unforeseen conditions including, but not limited to: restoration requirements, Maintenance-of-Traffic (MOT), Permits and/or any other requirements set forth by any governing agencies which may have jurisdiction over the project. Any changes will be negotiated accordingly. All service rates include a two man crew. Field time may be reduced by using added crews. Additional crew members are billed out at \$112.50/ man hour. In no event shall payment to GHD be made later than 45 days from submission of its invoice, irrespective of Contractor's receipt of payment from Owner.*

Page Four  
Ms. Tricia Barr  
September 5, 2014

Ms. Barr, thank you for allowing us to present this proposal. Should you have any questions please contact me at: 561-737-9800.

Sincerely,



Sean Halsey, South Florida Director  
Ground Hound Detection Services, Inc.

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Accepted by

---

Print Name of Signer

---

Title/Company

---

Date

Re: "Okeechobee Blvd and D Road, Loxahatchee"



September 17, 2014

Ms. Tricia Barr, P.E.  
Simmons & White  
5601 Corporate Way, Suite 200  
West Palm Beach, FL 33407

**Re: Okeechobee Boulevard and D Road Signal Design – Topographic Survey**

Dear Tricia:

Thank you for the opportunity to provide you with the following services for the subject site. This proposal is based on documentation and information provided by your office. The scope of services is as follows:

### **SCOPE OF SERVICES**

#### **I. HORIZONTAL PROJECT NETWORK CONTROL**

A traverse will be run through the site and all found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control (NAD 83/90 Adjustment). We will obtain the sectional and geodetic control information from the Palm Beach County Survey Department. We will show the right of way for the intersection based on the adjoining deeds. No title search or review is proposed.

#### **II. VERTICAL PROJECT NETWORK CONTROL**

A level run will be performed onsite using the existing Palm Beach County benchmarks (NAVD 1988). At least two benchmarks will be set onsite.

#### **III. TIE IN IMPROVEMENTS**

A complete topographic survey will be done at the site tying in all above ground features. This will include but not be limited to edge of pavement, curb and gutter, sidewalk, right-of-way, easements, vegetation, utilities and signing and pavement markings. The survey limits are shown on Attachment 'B' and shall extend on Okeechobee Boulevard 250' east and west of the D Road centerline. Limits for D Road will be 250' north and south of the Okeechobee Boulevard centerline. In addition, we will include the canal that runs parallel to the north and south legs. No soundings are proposed.

**IV. CROSS SECTIONS**

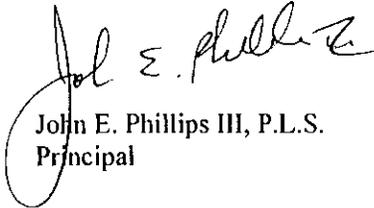
We will obtain elevations on roadway centerline every 50' and around the sidewalk and curb and gutter at every corner radius, along with natural ground elevations. We will locate sufficient points to give an accurate representation of the lay of the land and to assist in the mounting height calculations for the mast arms.

**V. CLOSURE**

A drawing will be produced which will show all the features located. We propose to provide Simmons & White with six (6) hard copies and an AutoCAD file in the version requested. Any additional work will be done on an hourly basis as approved by you. We will perform the scope of services for a **lump sum fee of \$5,547.00** (see Attachment 'A' for an hourly breakdown). Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Sincerely,

**Brown & Phillips, Inc.**



John E. Phillips III, P.L.S.  
Principal

Attachment

JEP/mb

Accepted This \_\_\_\_\_ Day Of \_\_\_\_\_, 2014.

Simmons & White

By: \_\_\_\_\_

Print Name: \_\_\_\_\_



**BROWN & PHILLIPS, Inc.**  
 PROFESSIONAL SURVEYING SERVICES

ATTACHMENT 'A'

Okeechobee Boulevard and D Road Signal Design

Type of Survey: Topographic

Size: 1000'±

Date: September 17, 2014

TASK	3 MAN CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination					
Horizontal Project Network Control	3		6	2	Set traverse points and calculate/establish R/W
Vertical Project Network Control	4		1		Establish onsite benchmarks
Section Ties	2		1		Tie in PBCo. Horizontal control
Property Ties	3		2		Tie in adjoining property corners
Tie In Improvements	5		2	1	Locate above ground features
Cross Sections	4		1		50' centerline elevations & spot elevation shots
Canal Topo	3		1		Locate top of bank and edge of water of canal at 50' intervals
Drawing		12	3	2	Prepare topographic survey
<b>Total Hours:</b>	24	12	17	5	
<b>Rate/Hour</b>	\$125.00	\$66.00	\$70.00	\$113.00	
<b>Subtotal:</b>	\$3,000.00	\$792.00	\$1,190.00	\$565.00	
<b>Total Labor Cost:</b>					<b>\$5,547.00</b>

**Other Direct Costs:**

	<u>quantity</u>	<u>unit</u>	<u>cost/unit</u>	<u>total</u>
Prints		sheet	\$1.50	\$0.00
Shipping		cost x markup	1.20	\$0.00
Other				\$0.00

**Total Other Direct Costs:** \$0.00

**TOTAL PRICE** \$5,547.00

**SIMMONS and WHITE**  
**ESTIMATE OF WORK EFFORT FOR ENGINEERING**  
 Okeechobee at D Road  
**TRAFFIC SIGNAL DESIGN**

Total Contract Cost Computations	\$	6,900.00
Total Activity Salary Costs		
(a) Overhead Additives:		
(a1) Combined OH Percent	165.00%	
(a2) Combined OH Cost	\$ 11,385.00	
Subtotal (Salary + Overhead)	\$ 18,285.00	
(b) Operating Margin Percent	12.00%	
(b) Operating Margin Cost	\$ 2,194.20	
Subtotal (Salary Related Cost)	\$	20,479.20

**Subtotal (Cost Elements of Basic Activities) \$ 20,479.20**

Roadway Design \$ 18,000.00  
**TOTAL BASIC SERVICES \$ 38,479.20**

**REIMBURSABLE ITEMS (Limiting Amount)**

Utility Locates (max limiting)	\$ 4,400.00
Survey	\$ 5,547.00
Geotechnical	\$ 6,880.00
Reimbursables	\$ 1,000.00
<b>TOTAL REIMBURSABLE ITEMS</b>	<b>\$ 17,827.00</b>

**OPTIONAL SERVICES**

Post Design	\$ 2,500.00
<b>TOTAL OPTIONAL SERVICES</b>	<b>\$ 2,500.00</b>

**LUMP SUM= \$ 58,806.20**

**SIMMONS AND WHITE**  
**ESTIMATE OF WORK EFFORT FOR ENGINEERING**  
 Okeechobee at D Road  
 TRAFFIC SIGNAL DESIGN

	SENIOR ENGINEER		SENIOR DESIGNER		ACTIVITY TOTAL	
	MAN HOURS	HOURLY RATE	MAN HOURS	HOURLY RATE	MAN HOURS	MAN HOURS
SIGNAL ANALYSIS	30.0	\$ 50.00	36.0	\$ 30.00	66.0	
STRUCTURES	24.0	\$ 50.00	-	\$ 30.00	24.0	
ROADWAY PLANS	-	\$ 50.00	-	\$ 30.00	-	
UTILITIES	-	\$ 50.00	-	\$ 30.00	-	
PERMITTING	24.0	\$ 50.00	-	\$ 30.00	24.0	
SIGNAL PLANS	18.0	\$ 50.00	34.0	\$ 30.00	52.0	
SIGNING & PAVEMENT MARKING PLANS	-	\$ 50.00	-	\$ 30.00	-	
<b>TOTALS</b>	<b>96.0</b>		<b>70.0</b>		<b>166.0</b>	

DESIGN ANALYSIS	\$ 1,500.00	\$ -	\$ 1,080.00
STRUCTURES	\$ 1,200.00	\$ -	\$ -
ROADWAY PLANS	\$ -	\$ -	\$ -
UTILITIES	\$ -	\$ -	\$ -
PERMITTING	\$ 1,200.00	\$ -	\$ -
SIGNAL PLANS	\$ 900.00	\$ -	\$ 1,020.00
SIGNING & PAVEMENT MARKING PLANS	\$ -	\$ -	\$ -
<b>TOTALS</b>	<b>\$ 4,800.00</b>	<b>\$ -</b>	<b>\$ 2,100.00</b>

BY ACTIVITY	COST FOR ACTIVITY	HOURLY RATE
DESIGN ANALYSIS	\$ 2,580.00	39.09
STRUCTURES	\$ 1,200.00	50.00
ROADWAY PLANS	\$ -	#DIV/0!
UTILITIES	\$ -	#DIV/0!
PERMITTING	\$ 1,200.00	50.00
SIGNAL PLANS	\$ 1,920.00	36.92
SIGNING & PAVEMENT MARKING PLANS	\$ -	#DIV/0!
<b>TOTALS</b>	<b>\$ 6,900.00</b>	<b>\$41.57</b>

Average per hour

HIGHWAY TASK LIST

SUBACTIVITY: 1 - SIGNALIZATION PLANS

ACTIVITY: A. ROADWAY PLANS PACKAGE

TASK NO.	TASK	UNITS	NO. OF UNITS	HOURS/ UNITS	TOTAL HOURS	COMMENTS
1	Traffic Data Collection	LS	0	0	0	Assume date provided
2	Intersection Field Data Collection	PI	1	2	2	
3	Utilities Coordination	LS	1	24	24	Power source coor by SW
4	System Timings	LS	1	0	0	
5	Reference and Master Signalization Design File	PI	1	20	20	1 signal and 1 striping
6	Reference and Master Interconnect Communication Design File	LS	1	2	2	markups from Rod Friedel
7	Overhead Street Name Design	EA	4	1	4	
8	Pole Elevation/Structural Analysis	EA	4	6	24	
9	Traffic Signal Operation Report	LS	1	0	0	
10	Quantities	LS	1	2	2	
11	Cost Estimate	LS	2	1	2	
12	Technical Special Provisions	LS	0	0	0	
<b>Signalization Analysis Technical Subtotal</b>					<b>80</b>	

HIGHWAY TASK LIST

SUBACTIVITY: 1 - SIGNALIZATION PLANS

ACTIVITY: A. ROADWAY PLANS PACKAGE

TASK NO.	TASK	UNITS	NO. OF UNITS	HOURS/ UNITS	TOTAL HOURS	COMMENTS
13	Field Reviews	LS	2	2	4	
14	Technical Meetings	LS	2	1	2	does not include post-design
15	Quality Assurance/Quality Control	LS	1	2	2	
16	Independent Peer Review	LS	0	0	0	
17	Supervision	LS	1	2	2	
<b>Signalization Analysis Nontechnical Subtotal</b>					10	
18	Coordination/FDOT/Permitting	LS	1	24	24	Palm Beach County
<b>Signalization Analysis Total</b>					114	

HIGHWAY TASK LIST

SUBACTIVITY: 2 - SIGNALIZATION PLANS

ACTIVITY: A. ROADWAY PLANS PACKAGE

TASK NO.	TASK	UNITS	NO. OF UNITS	HOURS/ UNITS	NO. OF SHEETS	TOTAL HOURS	COMMENTS
1.	Key Sheet	Sheet	1	2	0	2	
2.	Summary of Pay Items	Sheet	0	0	0	0	
3.	Tabulation of Quantities	Sheet	1	4	1	4	striping, signals
4.	General Notes/Pay Item Notes	Sheet	1	4	1	4	striping, signals
5.	Plan Sheet	Sheet	4	6	4	24	striping, signals
6.	Interconnect Plans	Sheet	0	0	0	0	
7.	Traffic Monitoring Site	EA	0	0	0	0	
8.	Guide Sign Work Sheet	EA	1	2	1	2	
9.	Special Details	Sheet	2	1	2	2	PBC interconnect
10.	Special Service Point Details	EA	0	0	0	0	
11.	Mast Arm Details Sheet	PI	2	3	2	6	
12.	Strain Pole Schedule	PI	0	0	0	0	
<b>SUBTOTAL THIS SHEET</b>						<b>44</b>	

HIGHWAY TASK LIST

SUBACTIVITY: 2 - SIGNALIZATION PLANS

ACTIVITY: A. ROADWAY PLANS PACKAGE

TASK NO.	TASK	UNITS	NO. OF UNITS	HOURS/ UNITS	NO. OF SHEETS	TOTAL HOURS	COMMENTS	
13	TCP Signal (Temporary)	EA	0	0	0	0		
14	Tempotary Detection Sheet	PI	0	0	0	0		
15	Utility Conflict Sheets	Sheets	0	0	0	0		
16	Interim Standards	LS	0		0	0		
<b>Signalization Plans Technical Subtotal</b>							<b>44</b>	
17	Quality Assurance/Quality Control		1	4	0	4		
18	Supervision		1	4	0	4		
<b>Signalization Plans Total</b>							<b>52</b>	

**TOWN OF LOXAHATCHEE GROVES**

**RESOLUTION NO. 2014-15**

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA APPROVING THE ENGAGEMENT OF, AND AUTHORIZING THE EXECUTION OF A PROPOSAL FROM, SIMMONS AND WHITE, INC., FOR TRAFFIC ENGINEERING SERVICES RELATING TO TRAFFIC SIGNAL AND ROADWAY IMPROVEMENTS AT THE OKEECHOBEE BOULEVARD AT “D” ROAD INTERSECTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, an agreement was entered into on July 24, 2013, between the TOWN and SIMMONS & WHITE, INC., for traffic engineering services (“Traffic Engineering Agreement”); and,

**WHEREAS**, consistent with the Scope of Services in the Traffic Engineering Agreement, the Town desires to engage Simmons and White to perform traffic engineering services for contemplated signalization and roadway improvements at the Okeechobee Road and “D” Road Intersection, pursuant to the September 23, 2014, Proposal attached hereto as Exhibit “A.”

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:**

**Section 1.** The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

**Section 2:** The September 23, 2014, Proposal from Simmons and White for Traffic Engineering Services for the intersection of Okeechobee Boulevard and “D” Road, attached hereto as Exhibit “A,” is hereby approved, and the Town Manager is hereby authorized to execute same.

**Section 3:** That this Resolution shall be effective immediately upon adoption.

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS 21<sup>st</sup> DAY OF OCTOBER, 2014.**

TOWN OF LOXAHATCHEE GROVES,  
FLORIDA

ATTEST:

\_\_\_\_\_  
Mayor David Browning

\_\_\_\_\_  
Janet K. Whipple, Town Clerk

\_\_\_\_\_  
Vice-Mayor Ron Jarriel

\_\_\_\_\_  
Council Member Tom Goltzené

\_\_\_\_\_  
Council Member Ryan Nkpi

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Council Member Jim Rockett

\_\_\_\_\_  
Office of the Town Attorney



**Item 8.a.**

**Administrative Update**

**Agenda Item Report**

# Town of Loxahatchee Groves, FLORIDA Town Council AGENDA ITEM REPORT

## AGENDA ITEM NO. 8.a.

MEETING DATE: 10/21/2014

**PREPARED BY:** William F. Underwood, II

**SUBJECT:** Administrative Update

### 1.BACKGROUND/HISTORY

**Problem Statement:** The Town Council requests updates on activities and issues.

**Problem Solution:** Provide the Council with an update.

At the Council meeting of October 7, 2014, it was noted that items in this category be provided as part of a written report.

### 2.CURRENT ACTIVITY

- **Trails:** Staff has prepared and offered a request for sealed quotes for Project No: 13-1020; Project Title: 6th Court North Equestrian Trail Improvements; with a Due Date: October 22, 2014; No later than 2:00 PM
  - LGWCD must provide the Town an easement or license to use that would provide the Town site control before construction begins for equestrian trails.
  - Funds are budgeted for all trails in CIP in the amount of \$80,000.
- **Road Clearance:** Staff has prepared and offered a request for sealed quotes for Project Title : Hedging Three (3) Town Roads Location: 161st Terrace North, 22nd Road North, Gruber Lane; Submission Deadline: October 17, 2014, 2:00 PM
  - Funds are appropriated in Transportation Fund for vegetation removal in the amount of \$40,000.
- **Building:** The Loxahatchee Groves Commons has submitted an application and site plan and remitted cost recovery fees.
- **Building:** Palm Beach State College negotiations continue for B Road improvements which will go from Southern Boulevard to Okeechobee Boulevard. Staff is working toward holding the second hearing on an ordinance in November to provide appropriate zoning classification to the involved parcels.
- **Building:** Staff has a verbal request and is working with Vinceremos Therapeutic Riding Center, 13300 6th Court N., Loxahatchee Groves, FL 33470 in their efforts to include additional facilities on their property.

- **Building:** Planning Board will convene on October 23, 2014, to provide guidance on the Day property.
  - Urban Design has submitted a Commercial Future Land Use Amendment and Rezoning Application on behalf of the Day Property and established a new Cost Recovery Account.
  - Staff is working with Day Property representatives with respect to resolving the current outstanding cost recovery account.
- **Traffic:** Staff has ordered speed limit, children at play, and speed hump reflecting signage which will be installed as soon as possible on Collecting Canal, Marcella, Bryant, and Compton.
  - Speed Hump signs were installed on Compton and painting of speed humps will occur as weather permits.
  - Sign request for Collecting Canal and F Road has been installed.
  - Speed limit and lane near the canal signs were installed between A Road and D Road per citizen request. Signs that remain to be installed between D Road and Folsom Road should be completed by Friday, October 17.
- **Traffic:** Staff has submitted estimates for engineering work effort from Simmons & White for the implementation of a traffic light at D Road and Okeechobee Boulevard for decision of the Town Council at its October 21, 2014 meeting.
- **Building:** Staff has received a citizen request from Dominick Pologruto for consideration to provide relief of the FEMA Map designations similar to that performed by the Village of Wellington. Staff is performing additional research to determine the latest number of owners and quantity of land affected by FEMA results. Staff anticipates this item may be ready for Town Council consideration at the November 18, 2014, meeting.

### 3.ATTACHMENTS

### 4.FINANCIAL IMPACT

Not applicable.

### 5.RECOMMENDED ACTION

Motion to receive and file report.



**Item 9.a.**

**OLD BUSINESS**

**Agenda item Report**

**Chamber of Commerce Building**

# Town of Loxahatchee Groves, Florida

## Town Council Agenda Item Report

### AGENDA ITEM No. 9.a.

MEETING DATE: 10/21/2014

**PREPARED BY:** William F. Underwood, II

**SUBJECT:** Chamber of Commerce Building

#### **1.BACKGROUND/HISTORY**

**Problem Statement:** The Town Council requested update of the work related to the Chamber of Commerce Building.

**Problem Solution:** Provide an update to work related to the Chamber of Commerce building.

At the regular meeting of September 23, 2014, the Council wanted a report on the building. Staff was to get appraisals, inspections, and discussions would begin with Palm Beach County to determine the donation of 1.75 acres of land the building sits upon.

#### **2.CURRENT ACTIVITY**

The Town has solicited two firms to provide appraisals for the building alone. As of this agenda preparation, we have received the results of one of appraisals, and awaiting the results of the second appraisal. We are also awaiting a quote for the structural inspection. Additionally, staff has requested information from the Chamber with respect to maintenance expenses.

#### **3.ATTACHMENTS**

#### **4.FINANCIAL IMPACT**

#### **5.RECOMMENDED ACTION**

**From:** William (Bill) Underwood, II [<mailto:wunderwood@loxahatcheegrovesfl.gov>]

**Sent:** Monday, September 29, 2014 8:36 PM

**To:** Wayne Burns

**Cc:** Beverly G. Kuipers

**Subject:** Chamber Building

Wayne,

Thank you for your presentation and I appreciate your work on this matter. We are moving forward with appraisals and looking for an inspection firm per the Town Council direction. After the meeting, I stated I would like some information that you may be able to copy and provide.

- Site plan
- PBC Land Lease agreement
- Building plan
- Permits issued
- Last 3 months of electric bills
- Last 3 months of water bills
- Contract for space rental or last 3 months of rental users
  - Name of group
  - Contact name
  - Rental fee
- Building maintenance, e.g. cleaning, minor repairs
  - Company name
  - Contact name
  - Cost/month
- Landscape maintenance
  - Company name
  - Contact name
  - Cost/month

I realize this is a lot to request, but I am trying to cover all the bases. I would also appreciate that spreadsheet you presented to the Council.

If you have any questions, please feel free to contact me.

Bill Underwood

561.793.2418

## Beverly G. Kuipers

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**To:** Wayne Burns  
**Subject:** RE: Chamber Building

**From:** Wayne Burns [<mailto:wayne@cpbchamber.com>]  
**Sent:** Tuesday, September 30, 2014 1:50 PM  
**To:** William (Bill) Underwood, II  
**Cc:** Beverly G. Kuipers  
**Subject:** RE: Chamber Building

Bill,  
Thank you for continuing to work through the details of this opportunity.

We will provide you with as much as possible based upon availability and confidentiality. Confidentiality is one key concern because real estate transactions are conducted in the Sunshine and aren't protected. Therefore please see my notes below.

- Site plan – **We will provide an architectural diagram of the building used for County consideration and construction.**
- PBC Land Lease agreement – **We will provide you with the 2002 agreement a direct relevant quote from the revision in 2008.**
- Building plan – **This may be the same as what we provide for the site plan. You can let me know what else you need after reviewing the document I send to you.**
- Permits issued – **You might know as well or better than I would how to obtain this information, which I'm sure you could obtain as a matter of public record.**
- Last 3 months of electric bills - **OK**
- Last 3 months of water bills - **OK**
- Contract for space rental or last 3 months of rental users – **The majority are private non-government companies and organizations that are not in the Sunshine. We'd need their written authorization to release their names, which may cause significant delay. We'll work on this.**
  - Name of group
  - Contact name
  - Rental fee
- Building maintenance, e.g. cleaning, minor repairs - **We are currently providing our own internal cleaning. We have not had any minor repairs since I've been here and not aware of any previous. We don't have any type of building maintenance contract.**
  - Company name
  - Contact name
  - Cost/month
- Landscape maintenance - **We'd be happy to provide you the monthly billing amount but will need to check with the landscape company before giving their name or any other details.**
  - Company name
  - Contact name
  - Cost/month



**Item 10.a.**

**NEW BUSINESS**

**Agenda Item Report**

**IGC Rotation Schedule**

**Town of Loxahatchee Groves, FLORIDA  
Town Council AGENDA ITEM REPORT**

**AGENDA ITEM NO. 10.a.**

MEETING DATE: 10/21/2014

**PREPARED BY:** William F. Underwood, II

**SUBJECT: IGC Rotational Schedule – October 2014 – December 2014**

**1.BACKGROUND/HISTORY**

**Problem Statement:** Who is to represent the Town on the IGC for the period beginning October 2014 through December 2014.

**Problem Solution:** Town Council to determine appointment to the IGC for identified period

On June 18, 2014 the LGWCD and Town staffs revised and finalized the IGC Rotational Schedule for 2014-2015. Councilman Ryan Liang is the Town's representation on the IGC for the period in question.

On October 14, Councilman Ron Jarriel advised that he was originally selected to represent the Town on the IGC on June 16, 2014 for same timeframe.

**2.CURRENT ACTIVITY**

After discussion and review of all Town and District correspondence, the IGC Rotational Schedule was originally submitted on 6/16/2014 and reflected Vice Mayor Jarriel as the Town Representative, but the schedule was revised on June 18, 2014 that reflected the change to Councilman Liang.

**3.ATTACHMENTS**

June 16, 2014 IGC Rotational Schedule  
June 18, 2014 revised IGC Rotational Schedule.

**4.FINANCIAL IMPACT**

**5.RECOMMENDED ACTION**

Request Council make a determination on the selection of the Town's representative on the IGC for the period beginning October 1, 2014 through December 31, 2014.

## **IGC COMMITTEE ROTATIONAL SCHEDULE**

### **Town of Loxahatchee Groves**

June 2014 – September 2014	Tom Goltzene
October 2014 – January 2015	Ron Jarriel
February 2015 – May 2015	Jim Rockett
June 2015 – September 2015	Ryan Liang
October 2015 – January 2016	David Browning

### **Loxahatchee Groves Water Control District**

June 2014 – September 2014	Frank Schiola
October 2014 – January 2015	David DeMarois
February 2015 – May 2015	John Ryan
June 2015 – September 2015	Robert Snowball
October 2015 – January 2016	Frank Schiola

Revised: Monday, June 16, 2014

**IGC COMMITTEE**  
**ROTATIONAL SCHEDULE**

**Town of Loxahatchee Groves**

(Revised by Town on Wednesday, June 18, 2014)

June 2014 – September 2014	Tom Goltzene
October 2014 – January 2015	Ryan Liang
February 2015 – May 2015	David Browning
June 2015 – September 2015	Ron Jarriel
October 2015 – January 2016	Jim Rockett

**Loxahatchee Groves Water Control District**

(Revised by District on Monday, June 16, 2014)

June 2014 – September 2014	Frank Schiola
October 2014 – January 2015	David DeMarois
February 2015 – May 2015	John Ryan
June 2015 – September 2015	Robert Snowball
October 2015 – January 2016	Frank Schiola