



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$149,913</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
<b>NET FISCAL IMPACT</b>	<b><u>\$149,913</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>	<b><u>-0-</u></b>

# ADDITIONAL FTE  
POSITIONS (Cumulative) \_\_\_\_\_

Is Item Included in Current Budget? Yes X No \_\_\_\_\_  
Budget Acct No.: Fund 3505 Dept. 361 Unit 0965 Object 6505  
Program

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

Road Impact Fee Fund - Zone 5  
Palmetto Park Rd/W of Powerline to I-95

Supplement # 2 - Basic Services	\$ 85,597.51
- Reimbursables	\$ 29,615.00
Consultant Authorization	\$115,212.51
Contingency	\$ 5,800.49
Staff Costs - Roadway	\$ 23,100.00
- ROW	\$ 5,800.00
Fiscal Impact	\$149,913.00

C. Departmental Fiscal Review: R. D. Ward 9/6/06

**III. REVIEW COMMENTS**

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

Jim DeL... 9-27-06  
OFMB  
aw 9-27-06  
M 9-28-06

Don J. Jones 9/28/06  
Contract Dev. and Control  
E Jones 9/28/06

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

This item complies with current County policies.

Paul F. Jones 9/28/06  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

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

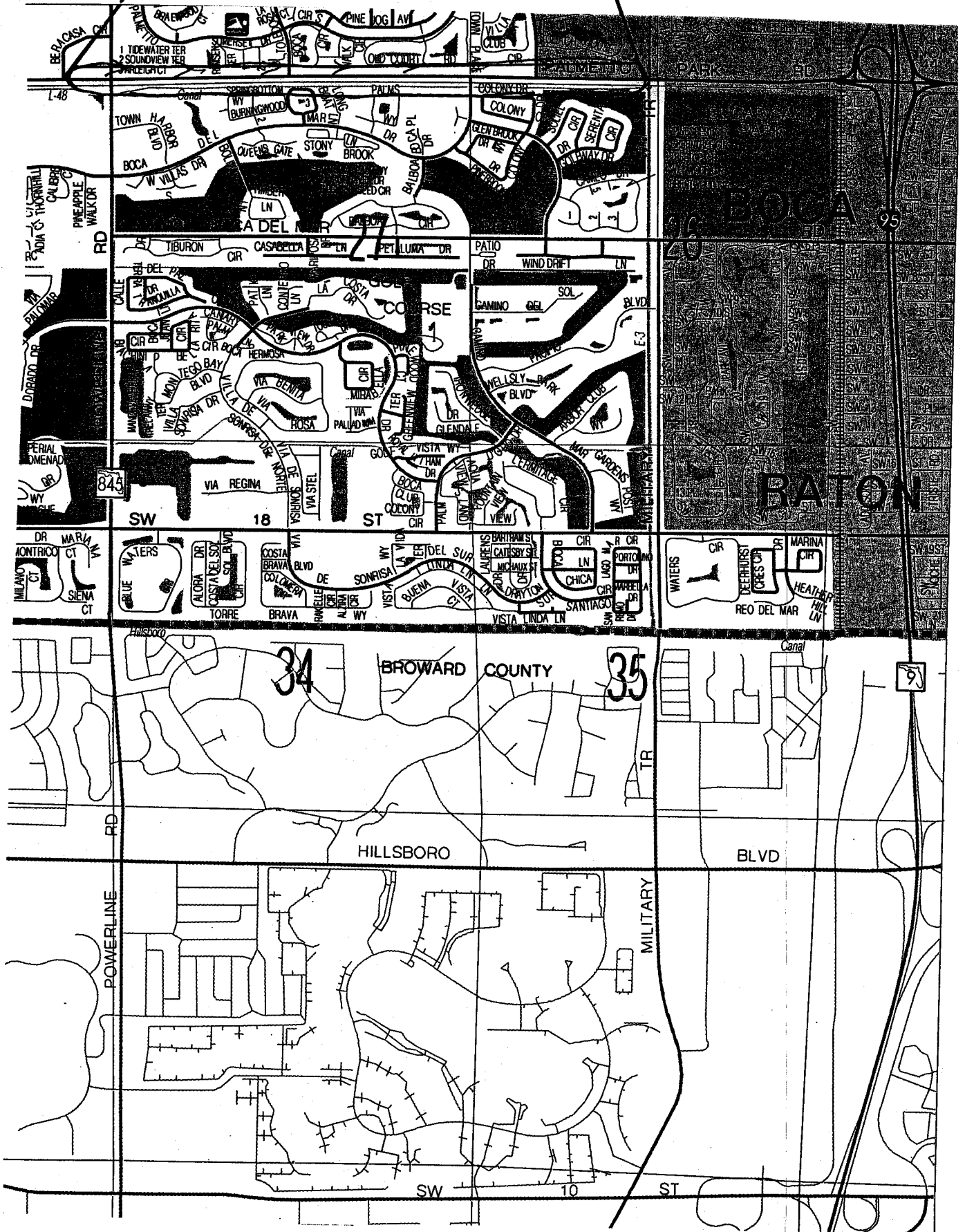
**Background and Justification (Continued):**

The Small Business Enterprise (SBE) goal for the Project is 15%, and WGI committed to achieve 19%. The work required to divide the original project into two (2) subprojects consists of modifications to the plans to create two (2) separate plan sets. It is necessary that this work be performed by WGI, which is not an SBE firm. In addition, the signalization design subconsultant for the Project is not an SBE firm. This additional required non-SBE work results in a decrease in the overall SBE participation for the Project as a percentage of the work. Therefore, WGI's SBE participation to date, including this supplement, is 17.41% overall. The fee, as detailed in Exhibit "A" of the attached Supplemental Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum) .....	\$ 85,597.51	(Design)
Reimbursable Expenses (Not to Exceed)....	<u>\$ 29,615.00</u>	(Permit fees, geotechnical, reproduction)
Total:	<u>\$115,212.51</u>	

After reviewing the attached Supplemental Agreement and finding it in proper order, staff recommends the Board's approval.

**LOCATION MAP**  
**PALMETTO PARK ROAD FROM W. OF POWERLINE ROAD**  
**TO W. OF MILITARY TRAIL**  
**PROJECT NO.: 2003510A**



**SUPPLEMENTAL AGREEMENT BETWEEN**  
**PALM BEACH COUNTY**  
**AND**  
**WANTMAN GROUP, INC.**  
**FOR PROFESSIONAL ENGINEERING SERVICES ON**  
**PALMETTO PARK ROAD FROM W. OF POWERLINE ROAD**  
**TO W. OF MILITARY TRAIL**  
**PROJECT NO.: 2003510A**

**PALM BEACH COUNTY, FLORIDA**

**THIS SUPPLEMENTAL AGREEMENT No. 2**, made and entered into this day of \_\_\_\_\_ 2006 by and between Palm Beach County, hereinafter **COUNTY**, and, Wantman Group, Inc., a Florida Corporation with an address of 2035 Vista Parkway, Suite 100, West Palm Beach, Florida 33411, hereinafter **CONSULTANT**.

**WITNESSETH**

**WHEREAS**, the **COUNTY** and **CONSULTANT** entered into a Project Agreement dated October 21, 2003 (R2003-1658), to provide professional engineering services for the design of Palmetto Park Road from west of Powerline Road to I-95, Palm Beach County, Florida (hereinafter **PROJECT**); and.

**WHEREAS**, the **COUNTY** now desires for the **CONSULTANT** to prepare design plans and construction bid documents separating the original project into two (2) phases: Palmetto Park Road from west of Powerline Road to west of Military Trail (2003510A), and; Palmetto Park Road from west of Military Trail to I-95 (2003510B); and

**RE: Palmetto Park Road from west of Powerline Road to west of Military Trail  
Project No. 2003510A**

**WHEREAS**, the following fee has been negotiated as just and reasonable compensation for these professional services to be performed by the **CONSULTANT**:

Basic Services in a lump sum fee of \$85,597.51; and  
Reimbursable Expenses (Not to Exceed) \$29,615.00  
Totaling \$115,212.51

**NOW, THEREFORE, THIS INDENTURE WITNESSETH:** That for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree as follows:

1. The **CONSULTANT** agrees to provide professional services as described in Exhibit "A" of the Agreement known as "SCOPE OF WORK & FEE".
2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
3. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in Exhibit "C" of the Agreement.
4. The **CONSULTANT** has provided a Letter of Intent to perform as an SBE as described in Exhibit "D" of the Agreement.
5. The **COUNTY** agrees to pay the **CONSULTANT** a fee of One Hundred Fifteen Thousand Two Hundred Twelve Dollars and Fifty One Cents (\$115,212.51).
6. The **CONSULTANT** agrees to indemnify, defend and hold harmless the **COUNTY** against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the **CONSULTANT**.

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated October 21, 2003 (R2003-1658), and;

Supplements and Amendments thereto, shall remain in full force and effect.

**RE: Palmetto Park Road from west of Powerline Road to west of Military Trail  
Project No. 2003510A**

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Authorization as of the day and year first above written.

**OWNER:**

**Palm Beach County, Florida, a  
Political Subdivision of the  
State of Florida**

**BOARD OF COUNTY COMMISSIONERS**

**BY:** \_\_\_\_\_  
Tony Masilotti, Chairman

**ATTEST:**  
Sharon R. Bock, Clerk & Comptroller  
Circuit Court

**BY:** \_\_\_\_\_  
Deputy Clerk

**S E A L**

**APPROVED AS TO TERMS  
AND CONDITIONS:**

**BY:** *[Signature]*  
Department Head

**APPROVED AS TO FORM & LEGAL  
SUFFICIENCY:**

\_\_\_\_\_  
County Attorney

**CONSULTANT:**

**Wantman Group, Inc.  
a Florida Corporation**

**BY:** *[Signature]*  
David Wantman, P.E., Vice President

**CORPORATE SEAL**

**WITNESS:**

**BY:** *[Signature]*

*Kathleen Fontaine*  
(Printed Name)

**BY:** *[Signature]*

*Dawn Marie Cox*  
(Printed Name)

**EXHIBIT "A"**