

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$105,545</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>
NET FISCAL IMPACT	<u>\$105,545</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____
Budget Acct No.: Fund 3504 Dept. 361 Unit 0762 Object 6505
Program

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

Road Impact Fee Fund - Zone 4
Congress Ave/Hypoluxo to Lantana Rd

Supplement # 6 - Basic Services	\$ 71,806.47
- Reimbursables	\$ 18,473.00
- Optional Services	\$ 10,264.83
Consultant Authorization	\$100,544.30
Contingency	\$ 5,000.70
Fiscal Impact	\$105,545.00

C. Departmental Fiscal Review: R.D. Ward 10/25/06

III. REVIEW COMMENTS

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

[Signature] 11-13-06 OFMB
[Signature] 11/14/06 Contract Dev. and Control
ATN 11-13-06
10-24-06
11-9-06

B. Approved as to Form and Legal Sufficiency:

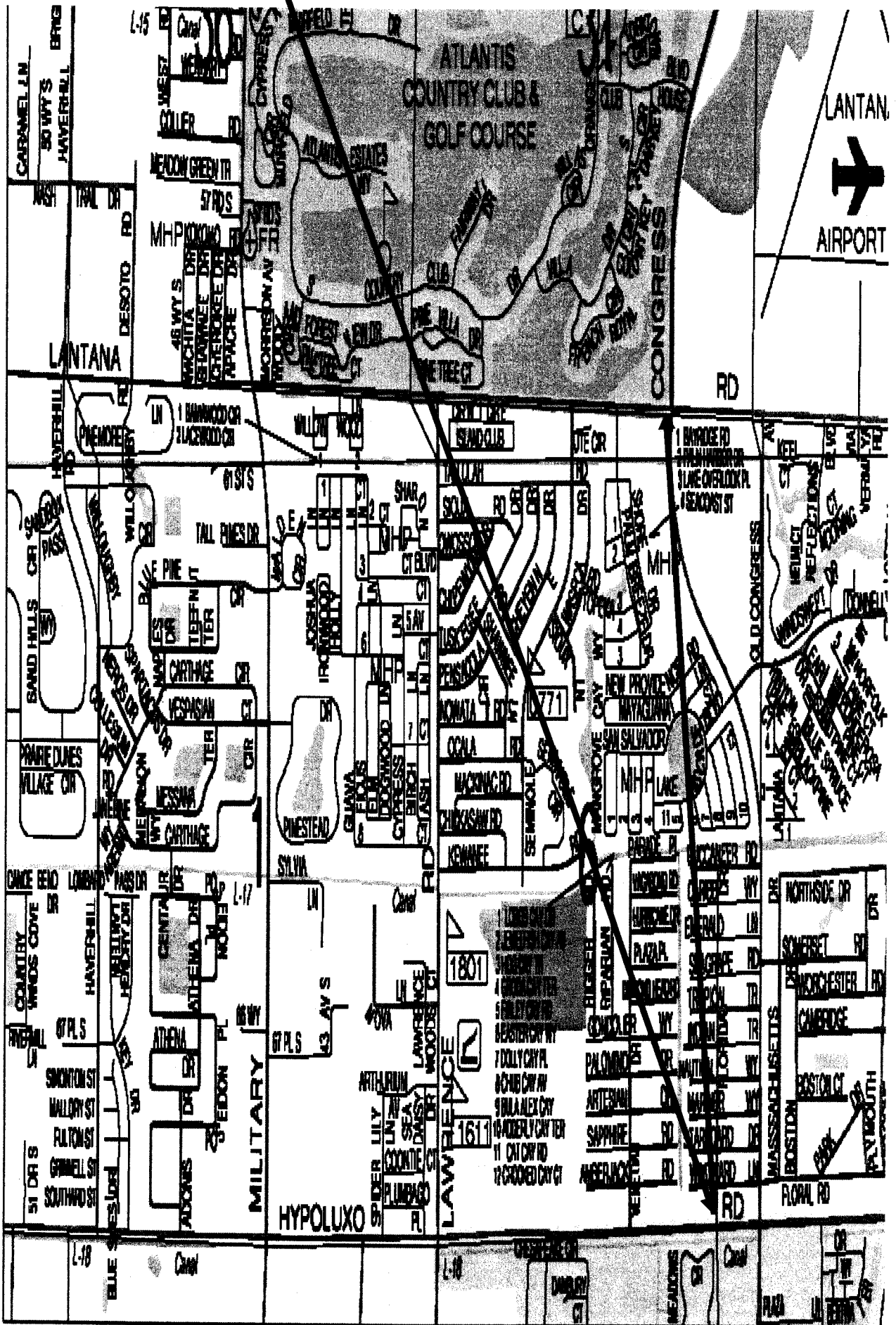
[Signature] 11/15/06
Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

Department Director

Congress Avenue – Hypoluxo Road to Lantana Road
Project No. 2001500
Location Map





SUPPLEMENTAL AGREEMENT BETWEEN

**PALM BEACH COUNTY
AND
WANTMAN GROUP, INC.
FOR PROFESSIONAL ENGINEERING SERVICES ON**

**CONGRESS AVENUE FROM HYPOLUXO ROAD TO LANTANA ROAD
PROJECT NO.: 2001500**

PALM BEACH COUNTY, FLORIDA

THIS SUPPLEMENTAL AGREEMENT No. 6, 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 February 27, 2001 (R2001-270), to provide professional engineering services for the design of Congress Avenue from Hypoluxo Road to Lantana Road, Palm Beach County, Florida (hereinafter PROJECT); and.

WHEREAS, the COUNTY now desires for the CONSULTANT to prepare construction plans to include intersection improvements and signal design for the PROJECT; and

**RE: Congress Avenue from Hypoluxo Road to Lantana Road
Project No. 2001500**

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 \$71,806.47;
Reimbursable Expenses (not to exceed) \$18,473.00;
Optional Services (not to exceed) \$10,264.83
Totaling \$100,544.30

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 sub-consultant 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 Thousand Five Hundred Forty-Four Dollars and Thirty Cents (\$100,544.30).
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 February 27, 2001 (R2001-270), and;

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

**RE: Congress Avenue from Hypoluxo Road to Lantana Road
Project No. 2001500**

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 Masiletti, Chairman-
Chair**

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:**

[Signature]
County Attorney

CONSULTANT:

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

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

CORPORATE SEAL

WITNESS:

BY: *[Signature]*

[Signature]
(Printed Name)

BY: *[Signature]*

[Signature]
(Printed Name)

EXHIBIT "A"



Wantman Group, Inc.

Engineering ♦ Surveying ♦ Mapping

RECEIVED JUL 07 2006

July 7, 2006

Mr. Maroun Azzi, PE
Palm Beach County Engineering and Public Works
Roadway Production
2300 North Jog Road, Third Floor
West Palm Beach, Florida 33411-2745

*Scope + Fee
accepted - ggy
8-11-06*

**Re: Congress Avenue – Hypoluxo Road to Lantana Road
Palm Beach County Project No: 2001500
WGI Project No: 200231.00
SUPPLEMENTAL AGREEMENT NUMBER 6**

Dear Mr. Azzi:

Based on previous direction from David Young, WGI has combined the effort for intersection improvements at Congress Avenue and Hypoluxo Road and signal design at Congress Avenue and Lantana Road in the enclosed documents. Please note that the effort associated with signal design at Congress Avenue and Lantana Road is closely tied to the County's production schedule on PBC Project No. 2003507 and therefore, your prompt attention is appreciated on getting this supplemental agreement approved.

WGI appreciates the opportunity to be of service to Palm Beach County. Should you have any questions or require further documentation, please do not hesitate to call.

Sincerely,

WANTMAN GROUP, INC.

Gary Williams, P.E.
Vice President

cc: D. Young (PBC) (w/encl)
D. Wantman (WGI) (w/encl)
S. Orr (KHA) (w/encl)
File 200231.00 (A.2) (w/encl)

T:\231 Congress Ave\Cor\146Azzi_SA 6.doc

2035 Vista Parkway ♦ Suite 100 ♦ West Palm Beach, Florida 33411
561.687.2220 ♦ Fax: 561.687.1110 ♦ www.wantmangroup.com ♦ wgi@wantmangroup.com

SCOPE OF SERVICES
PBC PROJECT NO. 2001500
CONGRESS AVENUE – SUPPLEMENTAL AGREEMENT NUMBER 6

I. DESCRIPTION

Supplemental Agreement Number Six provides the following services at the request of Palm Beach County:

- The WGI Design Team (hereinafter referred to as CONSULTANT) will provide contract plans for the design of an exclusive right turn lane for the east approach (westbound to northbound movement) of the intersection of Congress Avenue and Hypoluxo Road. The design will also include the addition of a third thru lane for the northbound direction that will terminate approximately 850 feet north of the intersection. Signing and pavement marking plans will be included under the roadway plan set due to the limited number of plan sheets anticipated.
- The CONSULTANT will obtain all necessary permits for the construction of said improvements associated with the intersection of Congress Avenue and Hypoluxo Road.
- The CONSULTANT will evaluate the existing drainage systems in place at the intersection and determine the extent of system modifications required to accommodate the additional movements associated with the intersection of Congress Avenue and Hypoluxo Road.
- The CONSULTANT will coordinate all proposed improvements with all known Utility Agency/Owners (UAO's) to ensure utility conflicts are addressed (if necessary) in advance of roadway construction associated with the intersection of Congress Avenue and Hypoluxo Road.
- At the request of Palm Beach County, the CONSULTANT will provide signal design services for the intersection of Congress Avenue and Lantana Road currently being designed under Palm Beach County Project Number 2003507. More specifically, the scope of our effort is outlined on the attached June 21, 2006 Scope and Fee Package provided by Kimley-Horn and Associates, Inc. (KHA).

At the intersection of Congress Avenue and Lantana Road a supplemental topographical survey will be required for a 500' segment of Hypoluxo Road where the proposed exclusive right turn lane will be constructed. A geotechnical investigation will also be required.

All other services not described here or in the Scope and Fee Package provided by KHA shall be considered additional services and processed as a supplemental agreement.

II. REIMBURSABLE EXPENSES

The CONSULTANT will be reimbursed for all printing services related to phase and permit submittals and as outlined in the supplemental agreement. Geotechnical Engineering and Permits as outlined in the supplemental agreement are also reimbursable expenses.

III. GENERAL REQUIREMENTS FOR WORK

A. CONSULTANT'S SCHEDULE OF ACTIVITIES

Within ten (10) days of a written Notice to Proceed, the CONSULTANT shall provide a schedule of project milestones for the intersection improvements at Congress Avenue and Hypoluxo Road. For purposes of scheduling, the CONSULTANT shall allow three (3) weeks review time for the 65% Plans, 96% Plans, and 100% Plans. This schedule shall be updated and resubmitted for the County's approval throughout the course of the project.

The schedule for signal design services at Congress Avenue and Lantana Road will be based on the current production schedule for Palm Beach County Project Number 2003507.

B. PHASE REVIEWS

Interim Plan Submittals will include the following:

- Ten (10) sets of 11"x 17" blackline prints

In addition, up to twenty (20) sets of 11"x 17" plans will be provided for utility coordination associated with the initial contact and ten (10) sets of 11"x 17" plans associated with the 65% and 96% plans. Additional plan submittals will be reproduced by the county for utility coordination purposes.

The Final Plans Submittal will include the following:

- One (1) 11"x 17" copy of Construction Plans (signed and sealed),
- Five (5) 11"x 17" copies of Construction Plans (originals),
- One (1) 11"x 17" mylar copy of Construction Plans,
- One (1) copy of Quantity Computation Book,
- All required environmental permits,
- Responses to final comments,
- One (1) copy of final Design Documentation, and
- One (1) copy of all design files on CD

Phase reviews for the signal design services at Congress Avenue and Lantana Road will be based on the remaining reviews for Palm Beach County Project Number 2003507.

IV. COUNTY RESPONSIBILITIES

The County shall provide the CONSULTANT with adequate information regarding the County's requirements for either of the projects including any desired or required design or construction schedule, any budgetary requirements, and any existing files, plans, other engineering information deemed appropriate.

The County shall review any documents submitted by the CONSULTANT requiring the County's decision and shall render any required decision pertaining thereto.

If the County becomes aware of any fault or defect in the project, non-conformance with the construction contract, or of any errors, omissions, or inconsistencies in the drawings or specifications, the County shall give prompt notice to the CONSULTANT.

The County's review of any documents prepared by the CONSULTANT shall be solely for the purpose of determining whether such documents are generally consistent with the County's construction program and intent. No review of such documents shall relieve the CONSULTANT of its responsibility for the accuracy, adequacy, or suitability and coordination of its work product.

The County shall designate in writing a representative to represent the County in all technical matters pertaining to and arising from the work and performance of the supplemental agreement.

V. LENGTH OF SERVICES

The Basic Services outlined in this supplemental agreement will be completed within eight (8) months from the date of the Letter of Authorization.

T:\231 Congress Ave\Manhour and Fee Estimates\SA#6_SCOPE OF SERVICES.doc

Master Summary - Estimate of Work Effort & Fee Proposal - SA #6

PBC Project No.: 2001500
 WGI Project No.: 200231.00
 Job Description: Congress Avenue

Consultant: WANTMAN GROUP, INC.
 Date Prepared: July 7, 2006
 From: Hypoluxo Road/Lantana Road
 To: -
 Length: 0.25 Miles

Work Element / Activity	Project Manager		Senior Engineer		Engineer		Engineer Intern		Senior CADD Technician		Total Staff Hours By Activity	Salary Cost By Activity		
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate				
A. ROADWAY PLANS	28	\$46.20			71	\$43.00	71	\$34.85	71	\$25.75	43	\$23.50	284	\$9,645.50
B. DRAINAGE DESIGN/PLANS & PERMITTING	18	\$46.20			39	\$43.00	39	\$34.85	39	\$25.75	23	\$23.50	186	\$5,312.30
C. SIGNING & MARKING PLANS	6	\$46.20			16	\$43.00	16	\$34.85	16	\$25.75	10	\$23.50	64	\$2,166.60
D. PROJECT COORDINATION W/ PBC No. 2003507	40	\$46.20											40	\$1,848.00
Totals	90	\$46.20			126	\$43.00	126	\$34.85	126	\$25.75	76	\$23.50	544	\$18,972.40

Total Burdened Salary Costs By Activity	
A. ROADWAY PLANS	\$26,735.67
B. DRAINAGE DESIGN/PLANS & PERMITTING	\$15,826.41
C. SIGNING & MARKING PLANS	\$6,454.74
D. PROJECT COORDINATION W/ PBC No. 2003507	\$5,505.56
Total	\$54,522.38

Subconsultant Fees	
A. Brown & Phillips, Inc.	\$3,813.28
B. Tierra, Inc.	\$3,828.00
C. Kimley-Horn & Associates, Inc.	\$11,870.62
Total	\$19,511.90

Optional Services	
A. Post Design Services (WGI)	\$4,864.83
B. 14 Sketches & Legends (B&P) (14 Sketches & Legends @ \$400/sketch)	\$5,800.00
Total	\$10,264.83

Permit Fees	
A. SFWMD	\$6,300.00
B. FDOT	\$0.00
C. PBC ERM	\$0.00
D. LWDD	\$8,000.00
Total	\$13,300.00

Total Contract Fee Computations	
Total Activity Salary Costs	\$18,972.40
1.) Overhead Additives	
a.) Combined Administrative & General & Fringe Benefits Cost (limited to PBC maximum)	166.00% \$31,494.18
Subtotal (Salaries + Combined Overhead)	\$50,466.58
2.) Operating Margin Cost (Fixed Fee)	12% \$6,055.99
Subtotal (Burdened Salaries + Operating Margin)	\$56,522.57
BASIC LUMP SUM FEE (WGI)	\$56,522.57
Subconsultants	
a) Brown and Phillips	\$3,813.28
b) Kimley-Horn & Associates, Inc.	\$11,870.62
TOTAL LUMP SUM FEE	\$71,806.47
REIMBURSABLE EXPENSES	
Permit Fees (WGI)	\$13,300.00
Tierra, Inc.	\$3,828.00
Reproduction (WGI)	\$1,345.00
TOTAL REIMBURSABLE EXPENSES	\$18,473.00
OPTIONAL SERVICES	\$10,264.83
TOTAL MAXIMUM LIMITING FEE	\$100,544.30

Master Summary - Estimate of Work Effort & Fee Proposal - SA #6

PBC Project No.: 2001500
 WGI Project No.: 200231.00
 Job Description: Congress Avenue

Consultant: WANTMAN GROUP, INC.
 Date Prepared: July 7, 2006
 From: Hypoluxo Road/Lantan Road
 To:
 Length: 0.25 Miles

Work Element / Activity	Project Manager		Senior Engineer		Engineer		Engineer Intern		Senior CADD Technician		Total Staff Hours By Activity	Salary Cost By Activity
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate		
A. POST DESIGN SERVICES	4	\$46.20			16	\$43.00	20	\$34.65	0	\$23.50	40	\$1,565.80
Totals	4	\$46.20			16	\$43.00	20	\$34.65	0	\$23.50	40	\$1,565.80

Total Burdened Salary Costs By Activity		Total Contract Fee Computations	
A. POST DESIGN SERVICES	\$4,664.83	Total Activity Salary Costs	\$1,565.80
Total	\$4,664.83	1.) Overhead Additives	
Subconsultant Fees		a.) Combined Administrative & General & Fringe Benefits Cost (limited to PBC maximum)	166.00% \$2,599.23
A. Brown & Phillips, Inc. (14 Sketches & Legals @ \$400/sketch)	\$5,600.00	Subtotal (Salaries + Combined Overhead)	\$4,165.03
Total	\$5,600.00	2.) Operating Margin Cost (Fixed Fee)	12% \$499.80
		Subtotal (Burdened Salaries + Operating Margin)	\$4,664.83
		OPTIONAL LIMITING AMOUNT FEES (WGI)	\$4,664.83
		Subconsultants	
		a) Brown and Phillips	\$5,600.00
		OPTIONAL LIMITING AMOUNT FEES (Subconsultants)	\$5,600.00
		TOTAL OPTIONAL SERVICES LIMITING FEE	\$10,264.83

8/22/2006 , Printed Date

Handwritten notes:
 184.80
 688.00 693.00
 Multiple 2.9792 ✓
 166.00%
 12%

Optional services

**CONGRESS AVENUE
INTERSECTION IMPROVEMENTS @ HYPOLUXO ROAD**

Staff Hour Estimate

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687.2220

July 7, 2006
PBC Project No. 2001500
WGI Project No. 200231.00

A. ROADWAY PLANS

	Scale	Basis of Estimate	No. of Units/Sheets	Staff Hours/ Unit/Sheet	Total Staff Hours	Comments
ROADWAY PLANS						
1 Key Sheet	NA	SHT	1	2	2	Modify Key Sheet from original contract
2 Typical Sections and Notes	NA	SHT	3	12	36	1 Typ Sect & 2 Typ Sec Details = 2 shts + Gen Notes = 1 sht = 3 shts total. Use Ref Points sht from original contract.
3 Summary of Quantities	NA	SHT	1	12	12	
4 Plan Sheets	40	SHT	3	20	60	2 shts on Congress + 1 additional sht on Hypoluxo = 3 shts
5 Profile Sheets	40	SHT	0	0	0	Not Required
6 Side Road Profiles	NA	SHT	0	0	0	Not Required
7 Intersection Profiles and Grading	40	SHT	0	0	0	Not Required
8 Back of Sidewalk Profiles	NA	SHT	0	0	0	Not Required
9 Miscellaneous Construction Details	NA	SHT	1	4	4	Milling/resurfacing details
10 Cross Sections	40	EA	16	1.5	24	Congress: 900'/100 = 10 sections. Hypoluxo: 500'/100 = 6 sections.
11 Driveway Half-Sections	20	EA	7	2	14	Congress = 6 profiles + Hypoluxo = 1 profile
MISCELLANEOUS TASKS						
1 Quantities/Computation Books	NA	LS	1	32	32	16 hrs @ 96%, 16 hrs @ final plans
2 Cost Estimates	NA	EA	2	16	32	1 EA @ 96% & Final
3 Design Documentation and Data Collection	NA	LS	1	16	16	Geometric Calc, Correspondence, 4 hrs each @ 96% & final = 4 hrs + 2 hr/month maintenance for 6 months = 16 hrs.
4 Field Reviews	NA	EA	2	8	16	2 x 2 people @ 4 hrs.
COORDINATION						
1 Coordination with PBC Engineering	NA	LS	1	16	16	2 meetings x 2 people @ 4 hrs, including minutes.
2 Coordinate Access Management with PBC	NA	LS	0	0	0	Not Required
3 Coordination with Utility Companies	NA	LS	1	20	20	1 meeting x 2 people @ 4 hrs = 8 hrs (includes meeting minutes), + 2 hrs coord time x 6 utility companies = 20 hrs. ***PBC will distribute plans and comments***
4 Coordination with other Municipalities	NA	LS	0	0	0	Not Required
5 Coordination w/ subs	NA	LS	0	0	0	Not Required

ROADWAY PLANS TOTAL 284

**CONGRESS AVENUE
INTERSECTION IMPROVEMENTS @ HYPOLUXO ROAD**

Staff Hour Estimate

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687.2220

July 7, 2006
PBC Project No. 2001500
WGI Project No. 200231.00

B. DRAINAGE DESIGN/PLANS AND PERMITTING

	Scale	Basis of Estimate	No. of Units/Sheets	Staff Hours/ Unit/Sheet	Total Staff Hours	Comments
DRAINAGE ANALYSIS AND DESIGN						
1 Design of Roadway Ditches	NA	MILE	0	0	0	Not Required
2 Design of Storm Sewers	NA	LS	1	32	32	Utilize previous designs on Congress. Evaluate existing system(s) on Hypoluxo.
3 Design of Stormwater Detention/Retention Facilities	NA	LS	0	0	0	Evaluation of existing WMA facilities on Hypoluxo not required per PBC
4 Design of Exfiltration Trenches	NA	Mile	0.2	40	8	Treatment for WMA w/ attenuation only
5 Design of Special Drainage Systems/Features	NA	LS	0	0	0	Not Required
6 Drainage Design Report/Documentation	NA	LS	1	10	10	Drainage Report provided with 65% plans.
7 Field Reviews	NA	EA	1	8	8	1 person x 8 hrs
DRAINAGE PLANS						
1 Drainage Map	200	SHT	0	0	0	Not Required
2 Drainage Structure Sheets	40	EA	0	0	0	Not Required
3 Summary of Drainage Structures	NA	SHT	0	0	0	Not Required
4 Stormwater Detention/Retention Facilities	60	SHT	0	0	0	Assume existing WMA(s) can be used
5 Stormwater Detention/Retention Facilities Cross Sections	40	EA	0	0	0	Not Required
6 Special Drainage Details	NA	LS	0	0	0	Not Required
PERMITTING						
1 SFWMD Permit Application & Coordination	NA	LS	1	36	36	Assume 2 meetings w/ 2 people, permit app
2 Municipalities	NA	LS	0	0	0	Not Required
3 LWDD Permit Application & Coordination	NA	LS	1	36	36	Assume 2 meetings w/ 2 people, permit app
4 FDOT	NA	LS	0	0	0	Not Required
5 Prepare Erosion Control Plan and NPDES NOI and NOT	200	LS	1	6	6	1 sht @ 6 hrs
6 Responding to RFI's for Permits	NA	LS	1	20	20	2 Sets of Comments @ 10 comments/set x 1 hr/comment

DRAINAGE DESIGN/PLANS AND PERMITTING TOTAL	156
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**CONGRESS AVENUE
INTERSECTION IMPROVEMENTS @ HYPOLUXO ROAD**

Staff Hour Estimate

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687.2220

July 7, 2006
PBC Project No. 2001500
WGI Project No. 200231.00

C. SIGNING AND MARKING PLANS

	Scale	Basis of Estimate	No. of Units/Sheets	Staff Hours/ Unit/Sheet	Total Staff Hours	Comments
SIGNING AND MARKING PLANS						
1 Key Sheet		SHT	0	0	0	Not Required - Striping plans part of roadway
2 General Notes Sheet		SHT	1	4	4	
3 Tabulation of Quantities		SHT	1	12	12	
4 Plan Sheets		SHT	5	8	40	4 shts on Congress + 1 sht on Hypoluxo = 5 shts
5 Quantities		LS	1	8	8	2 submittals, 96% and Final
6 Cost Estimates		LS	0	0	0	Included with Roadway Plans
SIGNING AND MARKING PLANS TOTAL					64	

**CONGRESS AVENUE
INTERSECTION IMPROVEMENTS @ HYPOLUXO ROAD**

Staff Hour Estimate

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687.2220

July 7, 2006
PBC Project No. 2001500
WGI Project No. 200231.00

OPTIONAL SERVICES

	Scale	Basis of Estimate	No. of Units/Sheets	Staff Hours/ Unit/Sheet	Total Staff Hours	Comments
A. Post Design Services						
1		LS	1	40	40	
OPTIONAL SERVICES TOTAL					40	

**CONGRESS AVENUE
INTERSECTION IMPROVEMENTS @ HYPOLUXO ROAD**

Reimbursable Expense Summary

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687.2220

July 7, 2006
PBC Project No. 2001500
WGI Project No. 200231.00

BLACKLINES (22" x 34")					
AGENCY	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Palm Beach County- Existing Plans	5	20	100	1	100
Palm Beach County- Other	0	0	0	0	0
SFWMD	0	0	0	0	0
ERM (Palm Beach County)	0	0	0	0	0
LWDD	0	0	0	0	0
Utility Coordination	0	0	0	0	0
TOTAL SHEETS					100
PRICE PER SHEET					\$1.00
BLACKLINE TOTAL COST					\$100.00

COPIES (11" x 17")					
AGENCY	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Palm Beach County- Roadway	10	30	300	3	900
Palm Beach County- Traffic	10	30	300	3	900
Palm Beach County- Final Delivery	10	30	300	1	300
Utility Coor (Initial Contact)	20	30	600	1	600
Utility Coor (Pre-65%, 96%)	10	30	300	2	600
SFWMD	5	30	150	2	300
WPB	0	30	0	0	0
FDOT	0	30	0	0	0
TOTAL SHEETS					3600
PRICE PER SHEET					\$0.20
COPY TOTAL COST					\$720.00

MYLARS (11" x 17")					
AGENCY	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Palm Beach County- Roadway	1	30	30	1	30
Palm Beach County- Traffic	0	30	0	0	0
TOTAL SHEETS					30
PRICE PER SHEET					\$10.00
BLUEPRINT TOTAL COST					\$300.00

COPIES (8-1/2" x 11")					
ELEMENT	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Miscellaneous Correspondence	1	1000	1000	1	1000
Final Report	5	100	500	1	500
TOTAL SHEETS					1500
PRICE PER SHEET					\$0.15
COPIES TOTAL COST					\$225.00

REIMBURSABLE EXPENSE TOTAL	\$1,345.00
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**CONGRESS AVENUE
INTERSECTION IMPROVEMENTS @ HYPOLUXO ROAD**

Permit Expense Summary

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687.2220

July 7, 2006
PBC Project No. 2001500
WGI Project No. 200231.00

PERMITS	
AGENCY	PERMIT FEE
South Florida Water Management District (SFWMD)	\$5,300.00
FDOT Drainage Connection Permit	\$0.00
PBC ERM Vegetation Removal Permit	\$0.00
Lake Worth Drainage District (LWDD) Plan Reviews & Permit	\$8,000.00
PERMIT FEES TOTAL	\$13,300.00

BROWN AND PHILLIPS, INC.

IV. CROSS SECTIONS

Cross sections will be done along Hypoluxo Road at 100-foot intervals. These cross sections will cover the roadway to the right of way line and extend to 25 feet outside of the right of way.

V. PARCEL SKETCHES AND LEGAL DESCRIPTIONS

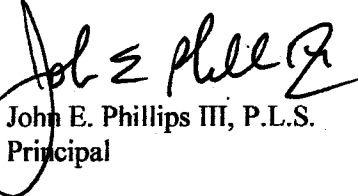
We will prepare legal descriptions and sketches for each parcel from which right-of-way and detention area is being acquired. These sketches will be based on record ownership data and record plats provided by Palm Beach County. All sketches will be consistent with the requirements of Palm Beach County and Florida Minimum Technical Standards. We have estimated fourteen (14) parcels for this project at \$400.00 each totaling \$5,600.00.

VI. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide Wantman with an AutoCAD file in the version requested. Any additional work will be done on an hourly basis as approved by you. The proposed cost for this project is \$9,213.28 (\$3,613.28 for survey + \$5,600.00 for legal & sketches). 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

JEP/kk

Accepted This _____ Day Of _____, 2006.

The Wantman Group

By: _____

Print Name: _____

ATTACHMENT "A"

Congress / Hypoluxo Intersection Improvement

Description: Roadway Survey

Size: 1,500'

Date of Proposal: March 29, 2006

TASK	3 MAN FIELD	CADD TECH	SURVEY TECH	PLS	COMMENTS
Traverse	3		8	3	Add r/w along Hypoluxo. Traverse and baseline
Topography	12	5	2	1	Topo Hypoluxo 500' east of Congress. Verify topo 1,000' north
Bench Levels	2.5		0.5		Set benchmarks along corridor
Cross-Sections	3	1	1		Cross Sections on Hypoluxo
Total Hours	20.5	6	11.5	4	
Rate/Hour	\$108.00	\$59.25	\$59.25	\$90.60	
Sub-total	\$2,214.00	\$355.50	\$681.38	\$362.40	
Total Price	\$ 3,613.28				

Additional Services: 14 Legal & Sketches @ \$400.00 each = \$5,600.00

TIERRA, INC.



March 28, 2006

Wantman Group, Inc.
2035 Vista Parkway, Suite 100
West Palm Beach, FL 33411

Attn: Mr. Gary Williams, PE, Transportation Director

Re: **Proposal for Geotechnical Services**
Proposed Congress Avenue and Hypoluxo Intersection Improvement
Palm Beach County, Florida
Tierra Proposal No.: 0603-109

Dear Gary:

As requested, Tierra, Inc. is pleased to submit this proposal for the above-referenced project. The proposal is based on an email from Mr. Gary Williams, P.E.

It is our understanding that the project will intersection improvement are limited to an exclusive right turn lane for the east approach (i.e. westbound to northbound movement) and the continuation of a third thru lane northbound to a point approximately 1000 feet north of the intersection. 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 Tierra, Inc. will be in general accordance with Palm Beach County and FDOT standards. We propose to auger borings at 100 feet interval for a total of 10 roadway auger borings. The auger borings will be extended to a depth of about 6 to 15 feet below existing grade.

Borings and test locations will be approximately located 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, TIERRA will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig.

Upon completion of the field exploration, laboratory testing will be performed on selected samples. The study will be summarized in accordance with the FDOT's Soil and Foundation Manual, 2000.

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, recommendations for foundation and pavement design, and a discussion of some construction considerations.

ESTIMATED FEES

It is proposed that the fee for the performance of the services outlined above be determined on a unit price basis in accordance with the attached Fee Schedule (attachments 1), and that the work be performed pursuant to Tierra's General Conditions enclosed herewith and incorporated into this proposal. The estimated fees for the project are attached.

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.

This estimated fee assumes that the site is readily accessible to our truck-mounted drilling equipment. Any bulldozer or wrecker services required to provide access pathways or mobility assistance to our truck-mounted drill rig are not included in this proposal.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated fee previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consisting with good engineering practice.

SCHEDULE AND AUTHORIZATION

Tierra will proceed with the work after receipt of a signed copy of this proposal. With our present schedule, we can commence work within several days of project approval (weather permitting and permit approval). The fieldwork will take about 2 days to complete. The written report can be submitted about 2 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 Tierra, Inc. 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, INC.



Raj Krishnasamy, P.E.
Principal Geotechnical Engineer/Vice President

Attachments: 1. Fee Estimate

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

TIERRA, INC.
ATTACHMENT - 1
FEE SCHEDULE FOR GEOTECHNICAL SERVICES -BOYNTON BEACH BLVD AND JOG ROAD

	Unit	# of Units	Unit Price		Total
I. FIELD INVESTIGATION					
Mobilization of Men and Equipment					
Truck-Mounted Equipment	Trip	1	\$	300.00	\$ 300.00
Standard Penetration Test Borings (By Truck-Mounted Equipment)					
0 - 50 ft depth	L.F.	0	\$	12.00	\$ 0.00
50 - 100 ft depth	L.F.	0	\$	14.00	\$ 0.00
Grout-Seal Boreholes (By Truck-Mounted Equipment)					
0 - 50 ft depth	L.F.	0	\$	4.50	\$ 0.00
50 - 100 ft depth	L.F.	0	\$	5.00	\$ 0.00
Casing Allowance (By Truck-Mounted Equipment)					
0 - 50 ft depth	L.F.	0	\$	6.00	\$ 0.00
50 - 100 ft depth	L.F.	0	\$	8.00	\$ 0.00
Rock Coring (Structures) (By Truck-Mounted Equipment)					
0 - 50 ft deep	L.F.	0	\$	35.00	\$ 0.00
50 - 100 ft deep	L.F.	0	\$	50.00	\$ 0.00
Borehole Permeability Tests	Test	0	\$	275.00	\$ 0.00
Traffic Control (1-man crew with safety equipments)	Day	1	\$	800.00	\$ 800.00
Auger Borings (Roadway)	L.F.	78	\$	8.50	\$ 663.00
Extra Split Spoon Samples	Each	0	\$	30.00	\$ 0.00
Hand Muck Probes (2-man crew)	Day	0	\$	800.00	\$ 0.00
Double Ring Infiltration Test	Test	0	\$	500.00	\$ 0.00
Pavement Cores, Asphalt	Each	0	\$	85.00	\$ 0.00
Core Machine Rental	Day	0	\$	300.00	\$ 0.00
I. LABORATORY TESTING					
Visual Examination by Profect Engineer	Hour	1	\$	85.00	\$ 85.00
Natural Moisture Content Tests	Test	2	\$	10.00	\$ 20.00
Grain-Size Analysis - Full Gradation	Test	2	\$	60.00	\$ 120.00
Grain-Size Analysis - Single Sieve	Test	0	\$	25.00	\$ 0.00
Organic Content Tests	Test	2	\$	35.00	\$ 70.00

KIMLEY-HORN & ASSOCIATES, INC.



Kimley-Horn
and Associates, Inc.

June 21, 2006

Mr. David S. Wantman, P.E.
Wantman Group, Inc.
2035 Vista Parkway, Suite 100
West Palm Beach, Florida 33411

4431 Embarcadero Drive
West Palm Beach, Florida
33407

Re: Traffic Signal Plans for the Intersection of:
Congress Avenue and Lantana Road
Palm Beach County, Florida

Dear Mr. Wantman:

At your request, Kimley-Horn and Associates, Inc. ("KHA") is pleased to submit this letter agreement (the "Agreement") to Wantman Group, Inc. ("the Client") to perform professional engineering services associated with traffic signal design for the above referenced intersection. Palm Beach County has requested that we provide an alternative design for this intersection in accordance with the proposed intersection configuration being designed under Palm Beach County Project No. 2003507. Our scope of services, schedule, and fee follow.

SCOPE OF SERVICES

Task I – Alternative Signal Design

KHA had prepared a traffic signal plan for the above referenced intersection as a part of PBC Project No. 2001500. Palm Beach County is in the process of designing modifications to this intersection that differ from the configuration used in our previously completed traffic signal design. KHA has been asked to prepare traffic signal plan for the proposed intersection configuration being designed as a part of Palm Beach County Project No. 2003507. There are several variations between our previous design and that required by the proposed intersection configuration. Those variations include:

- The proposed intersection design located the interconnect conduit line along the east side of Congress instead of the west side.
- The north approach to the proposed intersection design generally holds the existing west edge of pavement and provides a single right, three through lanes, a double left and three north bound lanes which required acquiring right of way along the east side on Congress

TEL 561 845 0665
FAX 561 863 8175



Avenue in order to construct the three northbound through lanes. KHA's previous design also held the existing west edge but did not include the right turn lane and as such did not require the additional right of way.

- The lane lines of the south leg of the proposed intersection design were set up to match the southbound through lanes of the north leg of the intersection and did not include a northbound right turn lane. This in affect pulled the west edge of the south bound lanes on the south leg easterly to align with the westerly southbound through lane on the north leg.
- The shifting of lanes on the north and south legs of the proposed intersection requires adjustments to cross walks, stop bars, loop detectors and the signal head placement. These changes impact the location of the mast arms for the north and south bound roadways. It should be noted that these changes will not allow placement of the north and south bound mast arms in a location that will allow them to be used in the future should Palm Beach County elect to construct PBC Project No. 2001500. The required arm lengths required would exceed the constructability limits for mast arms.
- The east and west bound lane alignments appear to be unchanged as such it is assumed that the mast arm assemblies serving these approaches will not require re-design.

The plans will be prepared at a scale suitable for reproduction at 1"=20'. The plan set will consist of a Key Sheet, Summary of Quantities, signalization general notes, traffic signal plans, and the standard FDOT mast arm index sheets.

A structural analysis of the proposed mast arms associated with the north and south bound roadways will be completed. This analysis will identify the upright pole and arm types required to carry the anticipated traffic signal loadings as well as other design variables

KHA will furnish plan sets for use by Palm Beach County's consultant for Project No. 2003507 in submitting the necessary permit applications and for future plan review submittals necessary for Palm Beach County approval.

It is assumed that the Florida Department of Transportation Standard Specifications for Roads and Bridges dated 2000 and the supplements thereto will be used as the technical specifications for this work and that no special technical provisions are required.

It is the intent of this proposal that traffic signal design plans will be furnished in accordance with Palm Beach County (PBC) and Florida Department of Transportation (FDOT), District Four traffic signal standards.



It can be anticipated that there may be minor changes in the roadway/intersection design as a result of Palm Beach County's review comments. Minor adjustments to the signal plan are included in this scope of services. However, significant revisions to the traffic signal plans, resulting from revisions to the roadway/intersection plans, will be considered as additional services.

A summary of the plan sheets to be revised:

- Key Sheet
- Signalization Tabulation of Quantities
- Congress Avenue and Lantana Road Signal Plan
- Mast Arm Data Sheet
- Table of Variable for Special Mast Arm Assemblies

Task II - Additional Services

Kimley-Horn will be available to perform additional services on the project at your direction in the following areas:

- geotechnical design services
- Structural analysis for the east/west mast arms
- plans revisions outside those outlined in above tasks
- permits
- attendance at meetings and public hearings
- preparation of easement exhibit
- preparation of traffic signal interconnection plans
- field survey performed by a professional land surveyor
- construction documents for roadway modifications

SCHEDULE

The traffic signal plans will be completed in accordance with Palm Beach County's current production schedule for Project No. 2003507.

CLIENT TO FURNISH

The Client shall provide the following:

- Preparation and submittal of permit applications.
- CADD files of the final intersection layout and the Signing and Pavement Marking plans
- Utility locates in the vicinity of the proposed mast arms.
- Proposed finished grade elevations at the back of sidewalk and crown of the road in the vicinity of the mast arms for use in the design of the mast arms.



DELIVERABLES

- Twenty (20) sets of 11"x17" plans for initial utility coordination associated with the mast arm locations.
- Twenty (20) sets of 11"x17" of 96% construction plans for utility coordination.

Final plans Submittal

- One (1) 11"x17" copy of the Construction Plans (signed and sealed)
- Five (5) 11"x17" copies of the Construction Plans (originals).
- One (1) 11"x17" Mylar copy of the Construction Plans.
- One (1) copy of the Final Design Documentation
- One (1) copy of the CADD design files.
- Furnish the required number of signed and sealed plans for use by Palm Beach County in applying for the permits necessary for the project.

FEE AND BILLING

KHA will perform the services described in the Tasks I in the Scope of Services for a lump sum fee of \$11,670.62.

KHA will provide the services described in the Tasks II of the Scope of Services on a labor fee plus expense basis. Labor fee will be billed according to the hourly rates at the time services are rendered. As to these tasks, direct reimbursable expenses such as express mail, fees, air travel, out-of-town mileage, and other direct expenses will be billed at 1.15 times cost. An amount will be added to each invoice to cover certain other expenses as to these tasks such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing computer time. Administrative time related to the project may be billed hourly. Technical use of computers for design, analysis, and graphics, etc. will be billed at \$25.00 per hour. All permitting, application, and similar project fees will be paid directly by the Client.

Fees and expenses will be invoiced monthly based, as applicable, upon the percentage of services completed or actual services performed and expenses incurred as of the invoice date. Payment will be due within 25 days of the date of the invoice.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and



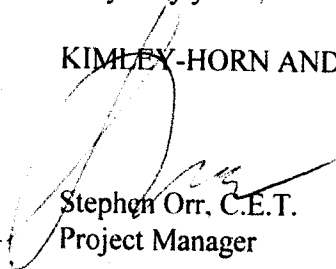
Associates, Inc., and the term "the Client" shall refer to **Wantman Group, Inc.**

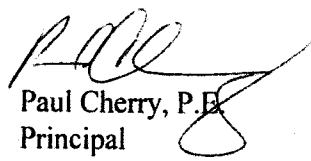
If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us for our files. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.


Stephen Orr, C.E.T.
Project Manager


Paul Cherry, P.E.
Principal

SO/lem

Attachment: Standard Provisions

Agreed to this _____ day of _____, 2006.

WANTMAN GROUP, INC.

A Corporation

By: _____

_____, President/Vice President
(Print or Type Name)

Attest: _____

_____, Secretary/Assistant Secretary
(Print or Type Name)

Affix Corporate Seal:

EXHIBIT "B"

PROJECT: CONGRESS AVENUE FROM HYPOLUXO ROAD TO LANTANA ROAD

PROJECT NO.: 2001500

CONSULTANT: WANTMAN GROUP, INC.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this Agreement.

The said lump sum fees shall be adjusted to exclude any significant sums should the **COUNTY** determine that the lump sum fees were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside consultants.

The **COUNTY** shall exercise its right under this "Certificate" within one year following final payment.

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual or firm other than a bonafide employee working solely for the **CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this agreement.

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

The **CONSULTANT** warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.



David Wantman, P.E., Vice President

EXHIBIT "C"

11/02/2006

Engineering & Public Works Roadway Production
PARTICIPATION FOR MWBE/SBE CONSULTANTS
 Supplement Number 6

Project Name: Congress Ave from Hypoluxo Rd. to Lantana
 Prime Consultant: Wantman Group, Inc.
 Telephone No.: (561) 687-2220
 Supplement date: 10/17/2006

Project No.: 2001500
 Prime Contact Person: David Wantman, P.E., Vice
 Resolution Date: 02/27/2001 Res #: R2001-270
 Department: Engineering & Public Works

Name / Address / Telephone of Minority Sub-Consultant	Type / Description of Work Performed by Sub-Consultant	Contract Dollar Amount for Sub-Consultant					
		Black	Hispanic	Other	Women	White Male	
Brown & Phillips, Inc. .396990 NORTHPOINT PKY STE 305 WEST PALM BEACH, FL 33407 (561) 615-3988	Surveyor Surveyor	MWBE	0.00	0.00	0.00	0.00	
		SBE	9,213.28	0.00	0.00	0.00	0.00
Tierra, Inc. 2765 VISTA PKY STE 10 WEST PALM BEACH, FL 33411 (561) 687-8536	Geotechnical	MWBE	0.00	3,828.00	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	0.00
Total MWBE			<u>0.00</u>	<u>3,828.00</u>	<u>0.00</u>	<u>0.00</u>	
%				<u>3.80</u>			
Total SBE			<u>9,213.28</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
%			<u>9.16</u>				

Total Supplement Amount: 100,544.30

EXHIBIT "D"

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: Wantman Group Inc.
(NAME OF PRIME CONSULTANT)

2035 Vista Pkwy, Ste. 100 West Palm Beach, FL 33411
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE: David Wantman, P.E., Vice President

FROM: Brown & Phillips, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)

901 Northpoint Pkwy, Ste. 305 West Palm Beach FL
(ADDRESS)

561-615-3988
(TELEPHONE No.)

561-615-3986 33407
(FAX No.)

CONTACT PERSON: _____

TITLE: _____ . EMAIL: _____

The undersigned intend to perform work in connection with the above project as (check one):
_____ an individual a corporation _____ a partnership _____ a joint venture

B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : YES _____ NO **IF YES, Check all that apply:**

* MBE: BL _____ H _____ WBE _____ O(Other)

* SBE: BL _____ H _____ WBE _____ O(Other) _____ White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Land Surveying

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT: 9.16 %
NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE:

Project: CONGRESS AVENUE FROM HYPOLUXO ROAD TO LANTANA ROAD

Project No.: 2001500

Brown & Phillips Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Anthony Brown CEO
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: Anthony Brown 8/31/06
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

Rev.Dec03

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: Wautman Group Inc.
(NAME OF PRIME CONSULTANT)
2035 Vista Pkwy., Ste. 100 West Palm Beach, FL 33411
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."
CONTACT PERSON & TITLE: David Wautman, P.E., Vice President

FROM: Tierra, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)
2765 Vista Pkwy., Ste. 10, West Palm Beach, FL 33411
(ADDRESS)
561-687-8536 561-687-8570
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Raj Krishnasamy, P.E.
TITLE: Vice President EMAIL: raj@tierraeng.com

The undersigned intend to perform work in connection with the above project as (check one):
 an individual a corporation a partnership a joint venture

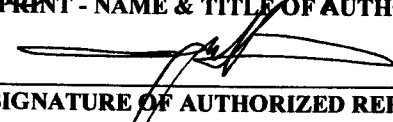
B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : YES NO If YES, Check all that apply:
* MBE: BL H WBE O(Other)
* SBE : BL H WBE O(Other) White Male
* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Geotechnical Services
2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 3.80 %
NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.
** Prime's information if an SBE or M/WBE.

Project: CONGRESS AVENUE FROM HYPOLUXO ROAD TO LANTANA ROAD Project No.: 2001500

Tierra Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)
Raj Krishnasamy P.E., Vice President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)
BY:  8/31/08
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

Rev.Dec03

PROJECT HISTORY

08/31/2006

Page 1

PROJECT NAME: Congress Ave from Hypoluxo Rd. to Lantana Rd.**PROJECT NO.** 2001500**RESOLUTION DATE / NO.** 02/27/2001 R2001-270 **AGREEMENT AMOUNT: \$** 360,961.87

SUPP #	DATE	DESCRIPTION	LEAD	CRC	BCC
1	08/28/2002	Determine and outline muck delineation areas in field and on plans.	0.00	40,686.90	0.00
2	08/28/2002	Assignment of Right-of-Way team	0.00	43,100.57	0.00
3	11/18/2003	Services required to design signalization at two (2) intersections, design mast arms for the signals, and obtain geotechnical data to design the foundations of the mast arms.	0.00	0.00	33,513.20
4	12/21/2004	Signal design, roadway design and survey and mapping.	0.00	0.00	94,718.90
5	04/06/2005	Subsurface utility coordination.	7,007.08	0.00	0.00
TOTALS			7,007.08	83,787.47	128,232.10

ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
07/05/06

PRODUCER Suncoast Insurance Associates P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.												
INSURED Wantman Group, Inc. 2035 Vista Parkway Suite 100 West Palm Beach, FL 33411-2719	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: United States Fidelity & Guaranty</td> <td>25887</td> </tr> <tr> <td>INSURER B: St. Paul Fire & Marine Insurance Co</td> <td>24767</td> </tr> <tr> <td>INSURER C: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER D: Fidelity & Guaranty Ins Underwriters</td> <td>25879</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: United States Fidelity & Guaranty	25887	INSURER B: St. Paul Fire & Marine Insurance Co	24767	INSURER C: XL Specialty Insurance Company	37885	INSURER D: Fidelity & Guaranty Ins Underwriters	25879	INSURER E:	
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INSURER B: St. Paul Fire & Marine Insurance Co	24767												
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INSURER D: Fidelity & Guaranty Ins Underwriters	25879												
INSURER E:													

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	BK01925885	10/18/05	10/18/06	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COM/OP AGG \$2,000,000
D	AUTOMOBILE LIABILITY	BA02166306	10/10/05	10/10/06	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WVA7729001	09/18/05	09/18/06	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
					E.L. EACH ACCIDENT \$1,000,000
					E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	OTHER Professional Liability	DPR9419462	07/01/06	07/01/07	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional Liability is written on a claims made and reported basis.
 For all Projects with Palm Beach County
 Professional Liability Retro Date 7/1/1991
 Professional Liability Deductible \$50,000.00
 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Palm Beach County c/o Department of Engineering & Public Works PO Box 21229 West Palm Beach, FL 33416-1229	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS (Continued from Page 1)

Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included as "additional insured" with respects to the General Liability and Auto Liability only. Waiver of Subrogation in favor of the additional insured applies to the General Liability and Auto Liability policies.

**CONGRESS AVENUE (PBC No. 2001500)
SUPPLEMENT AGREEMENT # 7
INTERSECTION IMPROVEMENTS
CONGRESS @ HYPOLUXO**

ID	Task Name	Duration	Start	Finish	6	Nov '06	Dec '06	Jan '07	Feb '07	Mar '07	Apr '07	May '07	Jun '07	Jul '07	Aug '07	Sep '07	Oct '07					
					15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28		
1	INTERSECTION IMPROVEMENTS	252 days	Fri 11/3/06	Mon 10/22/07																		
2	NTP	0 days	Fri 11/3/06	Fri 11/3/06																		
3	SURVEY & RAW MAPPING	30 days	Mon 11/6/06	Fri 12/15/06																		
4	FIELD REVIEW	1 day	Mon 12/18/06	Mon 12/18/06																		
5	DEVELOP 65% PLANS	60 days	Tue 12/19/06	Mon 3/12/07																		
6	DEVELOP SKETCHES & LEGALS	30 days	Tue 1/30/07	Mon 3/12/07																		
7	QA/QC 65% PLANS, SKETCHES & LEGALS	5 days	Tue 3/13/07	Mon 3/19/07																		
8	SUBMIT 65% PLANS, SKETCHES & LEGALS	1 day	Tue 3/20/07	Tue 3/20/07																		
9	65% PLANS, SKETCHES & LEGALS REVIEW	15 days	Wed 3/21/07	Tue 4/10/07																		
10	RESPOND TO 65% COMMENTS	5 days	Wed 4/11/07	Tue 4/17/07																		
11	DEVELOP 85% PLANS	60 days	Wed 4/18/07	Tue 7/10/07																		
12	REVISE SKETCHES & LEGALS, QC	30 days	Wed 4/18/07	Tue 5/29/07																		
13	SUBMIT SKETCHES & LEGALS FOR APPROVAL	1 day	Wed 5/30/07	Wed 5/30/07																		
14	SKETCHES & LEGALS REVIEW - APPROVAL	34 days	Thu 5/31/07	Tue 7/17/07																		
15	QA/QC 85% PLANS	5 days	Wed 7/11/07	Tue 7/17/07																		
16	SUBMIT 85% PLANS	1 day	Wed 7/18/07	Wed 7/18/07																		
17	85% PLANS REVIEW	15 days	Thu 7/19/07	Wed 8/8/07																		
18	RESPOND TO 85% COMMENTS	5 days	Thu 8/9/07	Wed 8/15/07																		
19	DEVELOP 100% PLANS	20 days	Thu 8/16/07	Wed 9/12/07																		
20	QA/QC 100% PLANS	2 days	Thu 9/13/07	Fri 9/14/07																		
21	SUBMIT 100% PLANS	1 day	Mon 9/17/07	Mon 9/17/07																		
22	100% PLANS REVIEW	15 days	Tue 9/18/07	Mon 10/8/07																		
23	FINAL FIELD REVIEW	1 day	Tue 10/9/07	Tue 10/9/07																		
24	RESPOND TO 100% COMMENTS	2 days	Wed 10/10/07	Thu 10/11/07																		
25	PREPARE FINAL PLANS	5 days	Fri 10/12/07	Thu 10/18/07																		
26	QA/QC FINAL PLANS	1 day	Fri 10/19/07	Fri 10/19/07																		
27	SUBMIT FINAL PLANS	1 day	Mon 10/22/07	Mon 10/22/07																		