



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	<u>\$527,764</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>\$527,764</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 3502 Dept. 361 Unit 1148 Object 6505.  
Program

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

Road Impact Fee Fund - Zone 2  
Australian Ave/Banyan Blvd to 45<sup>th</sup> St

Authorization - Basic Services	\$272,848.38
- Reimbursables	\$ 91,115.00
Consultant Authorization	\$363,963.38
Contingency	\$ 18,200.62
Staff Costs-Roadway	\$ 72,800.00
-ROW	\$ 18,200.00
-Eng Services	\$ 18,200.00
-Traffic	\$ 36,400.00
Fiscal Impact	\$527,764.00

Note: Funded by a \$527,764 non-board transfer from FY 2006 Road Program allocation for study/design of the project.

C. Departmental Fiscal Review: R.D. Ward 5/2/07

**III. REVIEW COMMENTS**

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

[Signature] 5-8-07  
OFMB  
CN 5/8/07

[Signature] 5/9/07  
Contract Dev. and Control  
5/9/07

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

[Signature] 5/10/07  
Assistant County Attorney

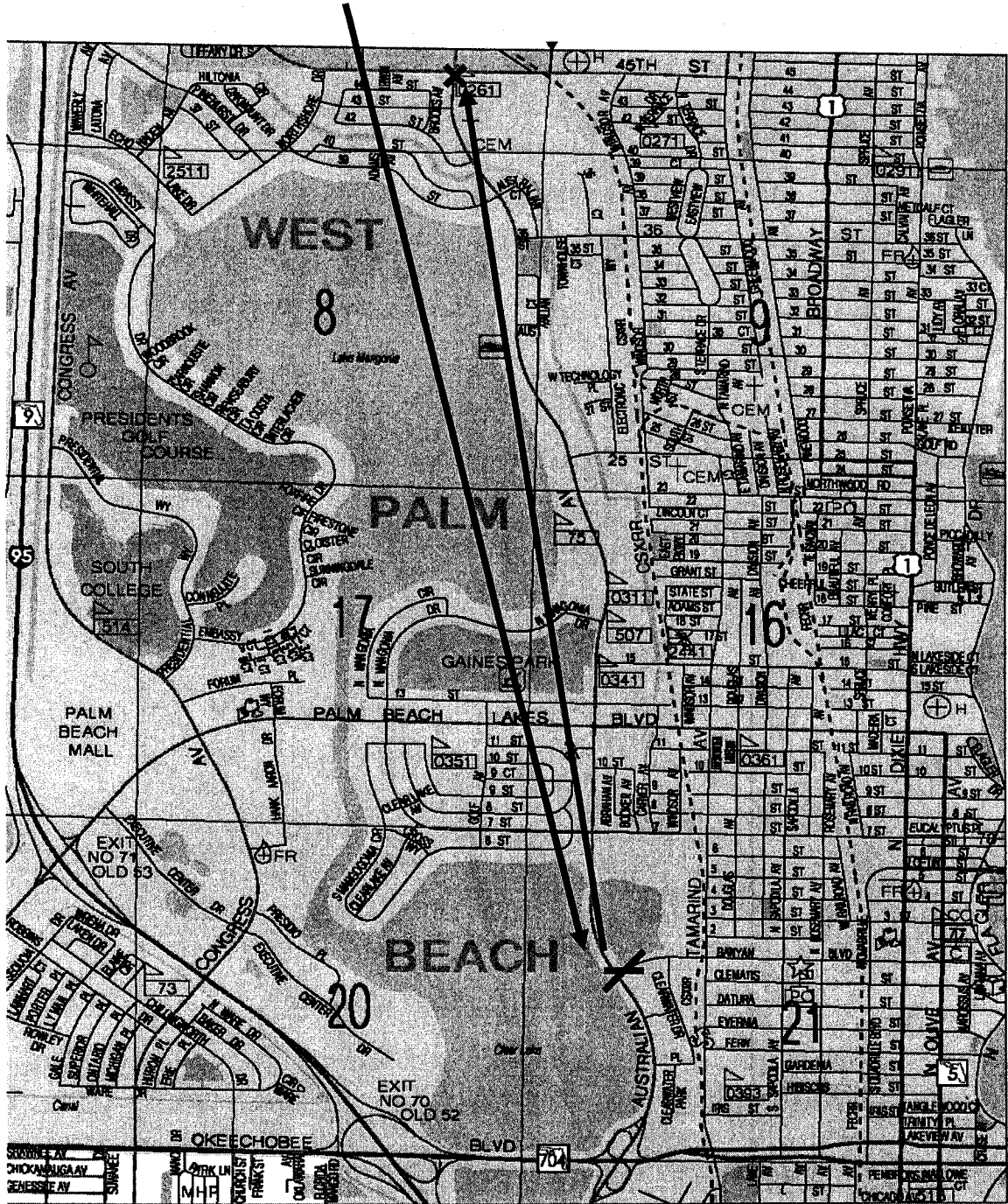
This Contract complies with our contract review requirements.

**C. Other Department Review:**

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

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

**AUSTRALIAN AVENUE  
BANYAN BLVD. TO 45TH STREET  
PALM BEACH COUNTY PROJECT NO. 2005502**



ATTACHMENT 2

**STANDARD FORM OF AGREEMENT  
BETWEEN  
PALM BEACH COUNTY AND CONSULTANT  
FOR  
PROFESSIONAL SERVICES**

This is an Agreement made as of \_\_\_\_\_, 2007 between Palm Beach County, Florida (COUNTY) and Wantman Group, Inc. (CONSULTANT), an engineering firm having an office and a place of business at 2035 Vista Parkway, Suite 100, West Palm Beach, Florida 33411, and having Federal Tax I.D. #65-0271367. The COUNTY intends to widen the roadway on Australian Avenue from Banyan Boulevard to 45<sup>th</sup> Street, Project No. 2005502 (hereinafter called the PROJECT).

The COUNTY and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by COUNTY as set forth below.

**SECTION 1 - BASIC SERVICES OF CONSULTANT**

1.1 General

1.1.1 The CONSULTANT shall perform professional design services in connection with the PROJECT as hereinafter stated which shall include normal civil engineering services, more particularly described in Exhibit "A" (Scope of Services).

1.1.2 The CONSULTANT shall prepare all plans in accordance with Palm Beach County Thoroughfare Design Procedures, current standards adopted by AASHTO, and the Florida Department of Transportation Manual of Uniform Minimum Standards, and all other applicable professional and technical standards. They shall be accurate, legible, complete in design, drawn to scale, and shall be suitable for bidding purposes, unless otherwise stated in Exhibit "A".

1.1.3. The CONSULTANT has, during the selection and negotiation process which has preceded this agreement, represented to the COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with engineering firms of national repute in the areas of practice required for this project. The CONSULTANT acknowledges that the COUNTY has relied on the CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this contract, the CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the CONSULTANT has claimed. The CONSULTANT shall perform such duties as may be assigned without neglect. The CONSULTANT accepts the relationship of trust and confidence established by this Agreement, and covenants with the COUNTY to cooperate with the COUNTY and to utilize the CONSULTANT'S skill, efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for this project. The CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and consistent with the COUNTY'S stated objectives and recognized professional engineering standards.

The CONSULTANT further contracts with the COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Agreement first written. It is specifically understood that the Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the project.

1.1.4 Prior to commencement of design, the **CONSULTANT** shall become familiar with the needs of **COUNTY** Microstation standards, obtain any seed or Microstation files, CADD standards, and standard sheets so that Microstation deliverables can be utilized by the **COUNTY**. **CONSULTANT** shall submit electronic files (in Microstation compatible format) of the design, survey, and any related data used for the project, with the final document(s) submittal, or when otherwise directed by **COUNTY**.

1.15 The **CONSULTANT** shall provide to the **COUNTY** all cost summaries/estimates and A Summary of Pay Items@ on disk and/or electronic file (as requested). The **CONSULTANT** shall apply descriptions to the pay items as called out in the **COUNTY'S** A Standard Nomenclature@ listing, which is available from Roadway Production.

## **SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT**

### **2.1 Services Requiring Authorization in Advance**

If authorized in writing by the **COUNTY'S** authorized representative, the **CONSULTANT** shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.9 inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Summary, Exhibit "B@. These will be paid for by the **COUNTY**, only when specifically authorized and in accordance with Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the **PROJECT**.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the **COUNTY**.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the **PROJECT** or its design including, but not limited to, changes in size, complexity, the **COUNTY'S** schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the **CONSULTANT'S** control.

2.1.4. Preparing documents for alternate bids requested by the **COUNTY** for contractor(s) work which is not executed or documents for out-of-sequence work.

2.1.5. Furnishing the services of special consultants for other than the services included in Exhibit "A@.

2.1.6. Services during out-of-town travel required of the **CONSULTANT** other than visits to the site or the **COUNTY'S** office as required by Section 1.

2.1.7. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

2.1.8. Preparing to serve or serving as a consultant or witness for the **COUNTY** in any litigation or other legal proceeding involving the **PROJECT**.

2.1.9. Additional services in connection with the **PROJECT**, including services which are to be furnished by the **COUNTY** in accordance with Article 3, and services not otherwise provided for in this Agreement.

### SECTION 3 - COUNTY'S RESPONSIBILITY

The COUNTY shall do the following in a timely manner so as not to delay the services of the CONSULTANT.

- 3.1. Designate in writing a person to act as the COUNTY'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY policies and decisions with respect to the CONSULTANT'S services for the PROJECT.
- 3.2. Provide all criteria and full information as to the COUNTY'S requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which the COUNTY will require to be included in the drawings and specifications.
- 3.3. Assist the CONSULTANT by placing at the CONSULTANT'S disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.4. Furnish to the CONSULTANT the items listed in Exhibit "A".
- 3.5. Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required for the CONSULTANT to perform services under this Agreement.
- 3.6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as the COUNTY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
- 3.7. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.8. Providing such legal, accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, and such auditing service as COUNTY may require to ascertain how or for what purpose any contractor has used the monies paid to him.
- 3.9. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.10. Give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT'S services, or any defect or non-conformance in the work of any contractor.
- 3.11. Furnish, or direct the CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.
- 3.12. Bear all costs incident to compliance with the requirements of this Section 3.

#### SECTION 4 - PERIODS OF SERVICE

4.1. The COUNTY will issue a written "NOTICE TO PROCEED" to the CONSULTANT within sixty (60) days of contract execution by the COUNTY. The CONSULTANT will immediately commence work on the PROJECT and all schedule dates shall be determined from the date of the "NOTICE TO PROCEED". Final completion of all work under this Agreement shall be in accordance with the schedule, or as otherwise approved in writing by the COUNTY.

#### SECTION 5 - PAYMENTS TO CONSULTANT

##### 5.1. Methods of Payment for Services and Expenses of the CONSULTANT.

5.1.1. Basic Services: The COUNTY will pay the CONSULTANT the lump sum of \$272,848.38 for completion of the Basic Services set forth in Exhibits "A" and "B".

5.1.2. Additional Services: To the extent that additional services under Section 2 hereof are specifically authorized in writing by the COUNTY'S representative, the COUNTY will pay for such additional services in accordance with the following:

5.1.2.1. Actual Salary costs times a factor of 3.0 for services rendered by principals and employees assigned to the PROJECT plus all reimbursable expenses.

5.1.2.2. For services rendered by the CONSULTANT'S principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with Paragraph 2.1.8. at the rate of \$800.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in Paragraph 5.1.2.1).

5.1.3. Reimbursable Expenses: The COUNTY will pay the CONSULTANT the actual costs of all reimbursable expenses incurred in the provision of these services when authorized in writing by the COUNTY. These expenses will not exceed \$91,115.00 without additional authorization from the COUNTY.

5.1.4. Optional Services: The COUNTY will pay the CONSULTANT for completion of the Optional Services set forth in Exhibits "A" and "B" when the provision of each service is specifically authorized in writing by the COUNTY. These expenses will not exceed \$0.00 without additional authorization from the COUNTY.

5.1.5. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in Paragraph 5.4.

5.1.6. Additional services and reimbursable expenses authorizations shall be issued in accordance with Board policy per Resolution Number R-89-633 adopted April 4, 1989.

##### 5.2. Payments

5.2.1. Progress payments to the CONSULTANT shall be due and payable monthly in proportion to the percentage of engineering services approved and accepted by the COUNTY based on said lump sum fee until 90% of the project is completed. There will be no additional payments for Basic Services until all services are completed and accepted by the COUNTY (including permits).

5.2.2. Final payment shall be due and payable to the CONSULTANT upon satisfactory completion of the services described in this Agreement and approval and acceptance of the plans by the COUNTY.

5.3. **Other Provisions Concerning Payments**

5.3.1. If this Agreement is terminated prior to its completion other than due to default on the part of the CONSULTANT, the CONSULTANT shall be paid for Basic Services called for under Section 1 an amount equal to the percentage complete at the time of termination, times the lump sum fee stated in Section 5. Further, the CONSULTANT shall be paid for the completed portion of additional services authorized under Section 2, in accordance with Paragraph 5.1.2.

5.3.2. Records of the CONSULTANT'S Salary Costs pertinent to the CONSULTANT'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the COUNTY on request prior to final payment for the CONSULTANT'S services.

5.4. **Definitions**

5.4.1. The Salary Costs used as a basis for payment shall mean the actual salaries and wages paid to principals and employees engaged on the PROJECT. Time spent on this PROJECT by stenographers, typists and clerk skills shall not be charged to the PROJECT nor shall any fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workman's compensation, etc., be included in the Salary Costs.

5.4.2. Reimbursable Expenses shall mean the actual expenses of soils testing, printing and similar PROJECT related items when authorized by the COUNTY.

**SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST**

6.1. **Opinions of Cost**

Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the CONSULTANT'S opinions of probable construction cost provided for herein are to be made on the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the CONSULTANT cannot and does not guarantee that proposals, bids or actual construction costs will not vary from opinions of probable cost prepared by the CONSULTANT. If prior to the Bidding or Negotiating Phase, the COUNTY wishes greater assurance as to construction costs, the COUNTY shall employ an independent cost estimator.

**SECTION 7 - GENERAL CONSIDERATION**

7.1. **Termination**

This Agreement may be canceled by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY if, through no fault of the CONSULTANT, the COUNTY fails to cure any material default by the COUNTY in its performance of the terms of this Agreement. This Agreement may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of cancellation or termination. In the event of cancellation by the CONSULTANT or termination by the COUNTY, CONSULTANT agrees to waive and make no claim for lost profits or other consequential damages. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.



- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

## 7.2. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

7.2.1. Upon completion and acceptance of the final work, the CONSULTANT shall furnish to the COUNTY the original drawings, field notes and all documents and materials prepared by and for the COUNTY under this Agreement. The CONSULTANT may keep a reproducible set of the original drawings and shall keep all other data collected during the provision of the services. The COUNTY may, at its expense, obtain copies of any data which the CONSULTANT has accumulated in the process of providing the services on this project tasks. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the COUNTY=S sole risk and without liability or legal exposure to the CONSULTANT.

7.2.2. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTY=S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Agreement at the COUNTY=S expense shall be, and remain, the COUNTY=S property, and may be reproduced and reused at the discretion of the COUNTY.

7.2.3. The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

7.2.4. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

## 7.3 **Reuse of Documents**

Notwithstanding any breach of this Agreement by either party nor the status of payment to the CONSULTANT, nor the COUNTY=S exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of the CONSULTANT=S services, or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Agreement, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

## 7.4. **Insurance**

CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY=S review or acceptance of

insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

7.4.1 **Commercial General Liability**

CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

7.4.2. **Business Automobile Liability**

CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

7.4.3. **Worker's Compensation Insurance & Employers Liability**

CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

7.4.4. **Professional Liability**

CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$40,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

7.4.5. **Additional Insured**

CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

7.4.6. **Waiver of Subrogation**

CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on

a pre-loss basis.

**7.4.7. Certificate(s) of Insurance**

Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County  
c/o Department of Engineering & Public Works  
P.O. Box 21229  
West Palm Beach, FL 33416-1229

**7.4.8 Umbrella or Excess Liability**

If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**7.4.9 Right to Review**

COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

**7.5. Indemnification**

CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

**7.6. Controlling Law and Venue**

This Agreement is to be governed by the laws of the State of Florida. The parties agree that venue for any action which in any way arises out of this Agreement shall only be in a state court of competent jurisdiction located in Palm Beach County, Florida.

**7.7. Successors and Assigns**

7.7.1. The COUNTY and the CONSULTANT each binds itself and the partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

7.7.2. Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party.

#### 7.8 Subcontracting

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONSULTANT is encouraged to seek small business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

In accordance with Palm Beach County Small Business Enterprise (SBE) Ordinance #2002-064, as amended from time to time, the annual goal for SBE participation for Professional Services is 15.0%. The CONSULTANT has committed to 29.00% for this Project.

The CONSULTANT agrees to abide by all provisions of the SBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT has provided Exhibit "D" (Participation for SBE Consultants) and Exhibit "E" (Letter's of Intent) attached hereto indicating the specific participation.

The CONSULTANT understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the contract goal.

The CONSULTANT understands that it is the responsibility of the County Department letting the Agreement and the SBE Office to monitor compliance with the SBE Ordinance requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports, with each billing, to both parties on the progress of the SBE participation for this Agreement.

The CONSULTANT further agrees to provide the SBE Office with a copy of the CONSULTANT'S agreement with the SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the Agreement as it relates to the use of SBE firms. Any SBE's which, for any reason, no longer remain associated with the Project shall be replaced by the CONSULTANT with other certified SBE's, unless approval to the contrary is granted by the COUNTY.

The CONSULTANT understands that he/she is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other bidders or potential bidders.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the SBE Ordinances, and will allow the COUNTY to inspect such records.

The CONSULTANT shall certify in writing that all subcontractors, subconsultants and suppliers have been paid for work and materials from previous progress payments received, less any retainage, by the CONSULTANT prior to receipt of any further progress payments. During the term of the Agreement and upon completion of the Agreement, the COUNTY may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, subconsultant, or supplier and the COUNTY or any liability on the COUNTY for the CONSULTANT'S failure to make timely payment to the subcontractor, subconsultant or supplier.

7.9. **Personnel**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement.

Such personnel shall not be employees of or have any contractual relationship with the COUNTY. All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by competent personnel in accordance with all applicable national, federal, state, and local professional and technical standards.

7.10. **Availability of Funds**

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.11. **Conflict of Interest**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONSULTANT.

The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Agreement.

7.12. **Independent Contractor Relationship**

The CONSULTANT and subconsultants are, and shall be, in the performance of all work services and activities under this Agreement, Independent Contractors, and not employees, agents, or servants of the COUNTY. The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONSULTANT shall be responsible to the COUNTY for all the work or services performed by the CONSULTANT or any person or firm engaged as a subcontractor to perform work in fulfillment of this Agreement.

7.13. **Access and Audits**

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

7.14. **Severability**

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

7.15. **Entirety of Contractual Agreement**

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

During the term of this Contract, the COUNTY may require professional services that are the same or similar to those described in this agreement. The COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If the COUNTY so elects, it is mutually understood that the relationship between the CONSULTANT and the COUNTY under this Contract shall be considered as neither barring the CONSULTANT from, nor granting special consideration to the CONSULTANT, in participating in the selection process for a consultant to provide such additional services.

## **SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES**

### **8.1 Federal & State Tax**

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

### **8.2. The following Exhibits are attached to and made a part of this Agreement.**

#### **8.2.1. Exhibit A: Scope of Services**

#### **8.2.2. Exhibit B: Fee Summary**

#### **8.2.3. Exhibit C: Statements - Truth in Negotiation, Prohibition Against Contingent Fees & Public Entity Crimes**

#### **8.2.4. Exhibit D: Participation for SBE Consultants**

#### **8.2.5. Exhibit E: Letters of Intent to Perform as an SBE and/or M/WBE (if applicable).**

8.3. This Agreement (consisting of pages 1 to 13, inclusive), together with the Exhibits and Schedules identified above constitute the entire Agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

## **SECTION 9 - CRIMINAL HISTORY RECORDS CHECK**

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

## **SECTION 10 - REGULATIONS; LICENSING REQUIREMENTS**

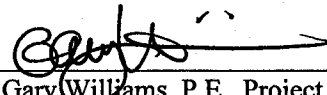
The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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

OWNER:  
**Palm Beach County, Florida**  
BY ITS BOARD OF COMMISSIONERS:

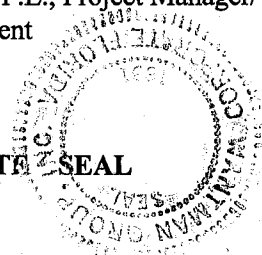
CONSULTANT:  
**Wantman Group, Inc.**

BY: \_\_\_\_\_  
Addie L. Greene, Chairperson

BY:  \_\_\_\_\_  
Gary Williams, P.E., Project Manager/  
Sr. Vice President

SEAL

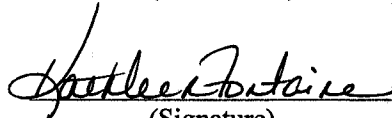
CORPORATE SEAL



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

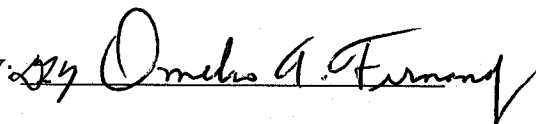
ATTEST WITNESS:  
BY: Kathleen Fontaine  
(Print Name)

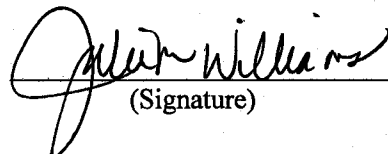
BY: \_\_\_\_\_  
(Deputy Clerk)

 \_\_\_\_\_  
(Signature)

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: Julie M. Williams  
(Print Name)

BY:  \_\_\_\_\_

 \_\_\_\_\_  
(Signature)

APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
Assistant County Attorney



**EXHIBIT "A"**



# Wantman Group, Inc.

Engineering ♦ Surveying ♦ Mapping

*David Young*  
*pls process*  
*scope & see negotiated*  
*(Kak. verify all math)*  
*OK by me*  
*Kathleen Truett*  
*3/22/07*  
*2/20/07*

February 14, 2007

Mr. Steve Carrier, PE  
Assistant County Engineer  
Palm Beach County Engineering and Public Works  
2300 North Jog Road, Third Floor  
West Palm Beach, Florida 33411-2745

**RE: Australian Avenue Widening – Banyan Boulevard to 45<sup>th</sup> Street**  
**PBC Project No: 2005502**  
**WGI Project No: 205530.00**  
**ESTIMATE OF WORK EFFORT AND FEE PROPOSAL – REVISED**

Dear Mr. Carrier:

Wantman Group, Inc. (WGI) is pleased to provide a revised Estimate of Work Effort and Fee Proposal for the referenced project. The Scope of Services has been revised based on comments received during a number of phone conversations and/or meetings we have had over the last several months regarding previous Scope, Staff Hour and Fee Proposals submitted for County approval. Based on the number of changes discussed, we are resubmitting the entire package for your review and approval.

WGI appreciates the opportunity to be of service to Palm Beach County on this project. Should you have any questions regarding the contents or need additional information, please do not hesitate to call.

Sincerely,  
**WANTMAN GROUP, INC.**

*Gary Williams*  
Gary Williams, PE  
Project Manager/Senior Vice President  
FL Cert. No. PE 0055004

cc: File 205548.00(A.2) (w/encl)

encl

**AUSTRALIAN AVENUE  
FROM BANYAN BOULEVARD TO  
45<sup>TH</sup> STREET  
PALM BEACH COUNTY PROJECT  
NO. 2005502  
SCOPE, STAFF HOUR AND  
FEE ESTIMATE**

PREPARED FOR:



PREPARED BY:



**Wantman Group, Inc.**  
2035 Vista Parkway, Suite 100 • West Palm Beach, Florida 33411  
(561) 687-2220 • (561) 687-1110 (fax)  
e-mail: [wgi@wantmangroup.com](mailto:wgi@wantmangroup.com)  
Cert. No. 6091

# SCOPE OF SERVICES

Australian Avenue ↔ Banyan Boulevard to 45<sup>th</sup> Street

March 1, 2007

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# SCOPE OF SERVICES

Australian Avenue ↔ Banyan Boulevard to 45<sup>th</sup> Street

Palm Beach County Project Number: 2005502

March 1, 2007

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## I. DESCRIPTION

The Australian Avenue design project begins 500' south of Banyan Boulevard and ends 500' north of 45<sup>th</sup> Street, a distance of approximately 3.1 miles.

*Currently Australian Avenue is a four-lane divided urban facility within the project limits. This project consists of a study aimed at evaluating the widening of Australian Avenue from a four-lane divided roadway to a six-lane divided urban roadway within the specified limits. The widening and/or reconstruction will include adding one additional travel lane in each direction, reconstruction of a curbed median, appropriate storm water management facilities, utility involvement, signing and pavement marking, raising and reconstruction of two bridges over Clear Lake and widening of two bridges over the Australian Avenue Canal, signalization improvements, geotechnical analysis, survey and right of way mapping.*

*Not all of the aspects of the widening noted above will be evaluated as part of the study. Instead, the study will focus on core elements of the widening that will assist Palm Beach County's decision making process regarding further design development on Australian Avenue.*

## II. OBJECTIVES

The project will be addressed in two phases. In Phase I, Wantman Group, Inc. (Design Team) will complete a Preliminary Study. If authorized, Phase II shall include final design and preparation of a complete set of construction plans and specifications for construction within the specified project limits. A separate Scope of Services will be developed for Phase II. Elements of work for Phase I will include:

- A. Project Evaluation
- B. Structural Analysis
- C. Survey

- D. Geotechnical Services
- E. Public Involvement
- F. Traffic Analysis

### III. SCOPE OF SERVICES

The services to be provided within the limits of the Scope of Services shall address items A through F in Section II in accordance with the Palm Beach County (PBC) Thoroughfare and Roadway Design Procedures, 2006 and the latest State criteria, as applicable and as expanded below.

#### A. PROJECT EVALUATION

The Project Evaluation will assess right-of-way impacts within the project limits using data collected as part of the overall Preliminary Study. This effort will include establishment of a single centerline of construction using the 110' Palm Beach County six-lane typical section optimized within the existing 106' r/w. The centerline may deviate from the "middle" of the existing r/w near the intersections of Australian Avenue and Palm Beach Lakes Boulevard and Australian Avenue and 45<sup>th</sup> Street to accommodate the County's expanded intersection requirements and/or reduce r/w costs in these critical areas. Work completed as part of the Preliminary Study will eliminate the need for a Master Plan Submittal, as the study phase plans will provide information beyond that which is normally provided in a Master Plan Submittal. More specifically, the Project Evaluation portion of the Preliminary Study will include the following:

##### 1. Palm Beach County Urban Typical Section

Variations of the PBC six-lane urban typical section for a 110' r/w width will be utilized with special attention being given to achieving a 14.5' sight triangle at driveways and intersections via permanent easements or r/w. Other aspects of the standard 110' r/w typical that may be subject to change include median widths, paved shoulder widths, and grass strips between curb and sidewalk.

*As many as four variations of the standard 110' r/w typical will be developed for consensus from PBC and other stakeholders (i.e., City of West Palm Beach and area residents) with a vested interest in the project. Major utilities found along the corridor during field reviews or surveys may need to be taken into account during the development of typical sections.*

These typical sections coupled with a roadway layout using the standard 110' r/w typical will be presented to the public for their acceptance. Following public and City of West Palm Beach input, the Design Team

will seek require formal approval from the County prior to moving forward with detailed plan development (i.e., Phase II).

2. Horizontal Alignment

Where possible, the existing horizontal alignment will be improved to meet current design standards for at least a 35 mph design speed (existing roadway has a posted speed of 35 mph currently). Improvements to the geometry to meet higher design speeds of 40 mph or 45 mph will also be considered. Impacts (i.e., r/w, signals, topographic features, etc.) encountered to meet these higher design speeds shall be documented as part of the horizontal alignment analysis.

3. Intersection Analysis

All major signalized intersections (i.e., Australian Avenue/Banyan Boulevard, Australian Avenue/Palm Beach Lakes Boulevard, and Australian Avenue/45<sup>th</sup> Street) shall be designed in accordance with the County's expanded intersection typicals to provide dual left turn lanes and exclusive right turn lanes. In addition, northbound right turn lanes shall be required at the signalized intersections of Australian Avenue and 7<sup>th</sup> Street, 15<sup>th</sup> Street, 25<sup>th</sup> Street, and 36<sup>th</sup> Street. Lastly, northbound u-turn lanes shall be required at the signalized intersections of Australian Avenue and 15<sup>th</sup> Street, 25<sup>th</sup> Street, and 36<sup>th</sup> Street to provide access to residential driveways on the west side of Australian Avenue. PBC will verify turn lane needs along the Australian Avenue corridor as part of the project evaluation.

4. Right-of-Way Acquisition Analysis

The existing Australian Avenue corridor will be evaluated to derive an optimum roadway centerline. Plan sheet exhibits will be prepared on a raster imagery aerial base map at a scale of 1"=40' and include a r/w acquisition analysis that optimizes the existing and proposed r/w. These plan sheet exhibits will only include the following information: proposed centerline of construction, existing and proposed r/w lines, permanent easements, and temporary construction easements. Edge of pavement, curb lines, and other proposed roadway design features are not required but may be shown.

A r/w acquisition analysis will be completed by a Right-of-Way Evaluation Team that considers anticipated impacts from the construction of a six-lane urban typical section in a 110' wide corridor.

No cross sections will be developed to evaluate the proposed impacts that result from implementing the six lane typical section. Instead, Palm Beach County will establish a typical "footprint" of impacts that can be

expected based on the typical section utilized. Slope or temporary construction easements drawn will be based on the "footprint".

*Construction cost estimates for the project will be developed and shall include land acquisition costs, roadway, major utility costs found as part of field reviews, and bridge costs. On a much smaller scale, intersection costs will be calculated using land acquisition costs to assist with the selection of appropriate intersection geometry. Land acquisition costs will be based on the County's "footprint" and be developed by a right-of-way evaluation team.*

5. Right-of-Way Evaluation Team

The Project Evaluation will include the use of a right-of-way evaluation team to provide guidance in the areas of planning, appraisals, business damages and market analysis for as many as four (4) parcels/intersection times seven (7) intersections (Banyan Boulevard, 7<sup>th</sup> Street, Palm Beach Lakes Boulevard, 15<sup>th</sup> Street, 25<sup>th</sup> Street, 36<sup>th</sup> Street and 45<sup>th</sup> Street). It is anticipated that one site visit by the team will be sufficient as part of the project evaluation. Team members will review the roadway plans prepared during this activity and in conjunction with their site visit, findings and recommendations will be compiled into a draft Summary Report.

6. Preliminary Drainage Study

A preliminary drainage study will be included as part of the project evaluation effort. The drainage study will include preliminary layouts of the proposed drainage systems, identification of pond sites, and storm sewer treatment and attenuation calculations. The drainage study will also address offsite drainage problems that have historically been a problem on Australian Avenue and the potential to enlarge the Australian Avenue Canal for attenuation. The deliverable for the preliminary drainage study will include plan sheet exhibits and drainage maps as well as drainage calculations and meeting notes to document all decisions made. A one (1) to three (3) page Executive Summary will outline all critical drainage design elements.

A pre-application meeting with the SFWMD will also occur as part of the preliminary drainage study effort.

7. Summary Report and Plans

Project Evaluation findings will be prepared and compiled into a Summary Report. It is anticipated that this report will include a one (1) to three (3) page written summary, 11"x 17" preliminary exhibits at a scale of 1"=40' and other pertinent information developed as part of the project evaluation effort. In addition, preliminary roadway plan exhibits (1"= 40'



with aerial raster background) will be prepared and will include the following information: proposed centerline of construction, existing and proposed r/w lines, and temporary construction easements. Edge of pavement, curb lines, and other proposed roadway design features are not required but may be included in the final exhibits. The plans will also include a Key Sheet and Typical Sections.

It is anticipated that the project evaluation effort will include coordination with the following agencies:

- Palm Beach County
- Palm Beach County Environmental Resource Management (ERM)
- South Florida Water Management District
- City of West Palm Beach

B. STRUCTURAL ANALYSIS

Structural Analysis Services are outlined on the attached November 28, 2006 Scope and Fee Package provided by Bridge Design Associates, Inc. (BDA).

C. SURVEY

Survey Services are outlined on the attached October 18, 2006 Scope and Fee Package provided by Brown & Phillips, Inc.

D. GEOTECHNICAL SERVICES

*Geotechnical Services are outlined on the attached March 1, 2007 Scope and Fee Package provided by Tierra, Inc.*

E. PUBLIC INVOLVEMENT

Public Involvement Services are outlined on the attached Scope and Fee Package provided by Emerge Consulting Corporation.

F. TRAFFIC ANALYSIS

At the request of Palm Beach County, the Design Team will complete a traffic volume analysis of the Australian Avenue/45<sup>th</sup> Street intersection. Traffic Analysis Services for this intersection are outlined on the attached February 7, 2006 Scope and Fee Package provided by Pinder Troutman Consulting, Inc.

The County will provide storage length requirements at all other intersections along the Australian Avenue Corridor. Therefore, traffic volume analyses for all other intersections within the project limits will not be required.

#### IV. REIMBURSABLE EXPENSES

The Design Team will be reimbursed for all direct expenses related to phase and permit submittals and as outlined in this Scope of Services.

Geotechnical Engineering, Aerial Photography, Parcel Sketches, and Permits as outlined in this Scope of Services are also reimbursable expenses.

#### V. GENERAL REQUIREMENTS FOR WORK

##### A. DESIGN TEAM'S SCHEDULE OF ACTIVITIES

The Design Team will submit a schedule of project milestones with the negotiated staff hour and fee package for Palm Beach County Board of County Commission approval. This schedule will be revised and resubmitted ten (10) business days following receipt of written County Notice to Proceed. For purposes of scheduling, the Design Team will allow four (4) weeks review time for up to two (2) submittals for the Preliminary Study Phase.

##### B. PHASE REVIEWS

Submittals will include the following:

- Ten (10) sets of 11"x 17" plans
- Five (5) copies of design documentation

The Final Submittal will include the following:

- Ten (10) sets of 11"x 17" plans
- Five (5) copies of design documentation
- Responses to comments
- One (1) copy of all design files on CD

#### VI. COUNTY RESPONSIBILITIES

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

The County shall review any documents submitted by the Design Team 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 Design Team.

The County's review of any documents prepared by the Design Team or its subconsultants 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 Design Team 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 this Scope of Services.

## **VII. LENGTH OF SERVICES**

**T**he Basic Services outlined as Phase I (i.e., Study Phase) will be completed within twelve (12) months from the Letter of Authorization.

**EXHIBIT "B"**

**FEE ESTIMATE**

**Master Summary - Estimate of Work Effort & Fee Proposal**

PBC Project No.: 2005502  
 WGI Project No.: 205630.00  
 Job Description: Australian Avenue

Consultant: WANTMAN GROUP, INC.  
 Date Prepared: April 16, 2007  
 From: Banyan Blvd  
 To: 45th Street  
 Length: 3.1 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. PRELIMINARY DESIGN STUDY	112	\$46.20	315	\$43.00	281	\$34.65	418	\$25.75	0	\$23.50	1124	\$38,168.05
<b>Totals</b>	<b>112</b>	<b>\$46.20</b>	<b>315</b>	<b>\$43.00</b>	<b>281</b>	<b>\$34.65</b>	<b>418</b>	<b>\$25.75</b>	<b>0</b>	<b>\$23.50</b>	<b>1124</b>	<b>\$38,168.05</b>

Total Burdened Salary Costs By Activity		Total Contract Fee Computations	
A. PRELIMINARY DESIGN STUDY	\$117,504.08	Total Activity Salary Costs	\$38,168.05
<b>Total</b>	<b>\$117,504.08</b>	1.) Overhead Additives	
<b>Subconsultant Fees</b>		a.) Combined Administrative & General & Fringe Benefits Cost (limited to PBC maximum)	167.857% ✓ \$65,746.31
A. Bridge Design Assoc., Inc.	✓ \$73,970.30	<b>Subtotal (Salaries + Combined Overhead)</b>	<b>\$104,914.36</b>
B. Brown & Phillips, Inc.	✓ \$56,876.95	2.) Operating Margin Cost (Fixed Fee)	12% ✓ \$12,589.72
C. Pfnder Troutman & Associates, Inc.	✓ \$7,597.05	<b>Subtotal (Burdened Salaries + Operating Margin)</b>	<b>\$117,504.08</b>
D. Tierra, Inc.	✓ \$18,150.00	<b>BASIC LUMP SUM FEE (WGI)</b>	<b>\$117,504.08</b>
E. Emerge Consulting Corporation	✓ \$17,900.00	Subconsultants	
F. Jenkins Appraisal Services, Inc.	✓ \$11,490.00	a) Bridge Design Assoc., Inc.	✓ \$73,970.30
G. Reelmark Research, Inc.	✓ \$20,000.00	b) Brown and Phillips	✓ \$56,876.95
H. Tinter Associates, Inc.	✓ \$15,000.00	c) Pfnder Troutman & Assoc., Inc.	✓ \$7,597.05
I. Gerson, Preston, Robinson and Company Inc.	✓ \$15,000.00	d) Emerge Consulting Corporation	✓ \$17,900.00
J. Moyal, Flanigan, Katz, Raymond & Sheehan, P.A.	✓ \$8,750.00	<b>TOTAL LUMP SUM FEE</b>	<b>\$272,848.38</b>
<b>Total</b>	<b>\$243,734.30</b>	<b>REIMBURSABLE EXPENSES</b>	
		Tierra, Inc.	✓ \$18,150.00
		Jenkins Appraisal Services, Inc.	✓ \$15,000.00
		Reelmark Research, Inc.	✓ \$11,490.00
		Tinter Associates, Inc.	✓ \$20,000.00
		Gerson, Preston, Robinson and Company Inc.	✓ \$15,000.00
		Moyal, Flanigan, Katz, Raymond & Sheehan, P.A.	✓ \$8,750.00
		Reproduction (WGI)	✓ \$2,725.00
		<b>TOTAL REIMBURSABLE EXPENSES</b>	<b>\$91,115.00</b>
		<b>OPTIONAL SERVICES</b>	<b>\$0.00</b>
		<b>TOTAL MAXIMUM LIMITING FEE</b>	<b>\$363,963.38</b>

\* 3.00 multiplier

4/16/2007 - Printed Date

## **STAFF HOUR SUMMARY**

**AUSTRALIAN AVENUE  
FROM BANYAN BOULEVARD TO 45TH STREET**

**Staff Hour Estimate**

WANTMAN GROUP, INC.  
2835 VISTA PARKWAY, SUITE 100  
WEST PALM BEACH, FL 33411  
(561) 487-2220

Date: February 14, 2007  
PBC No.: 2065502  
WCI No.: 205530.00

**A. Preliminary Study**

	Scale	Basis of Estimate	No. of Units/Sheets	Staff Hours/ Unit/Sheet	Total Staff Hours	Comments
<b>Typical Sections &amp; Geometrics</b>						
1 Field Review	NA	EA	1	16	16	2 reviews x 2 people x 4 hrs
2 Typical Section	NA	EA	4	8	32	Develop 4 Typ Sec for PBC review
3 Intersection Analysis	NA	LS	1	72	72	Layout of 3 expanded intersections and turn lane improvements at 4 additional intersections = 3 @ 16 hrs + 4 @ 6 hrs = 72 hrs
4 Geometric Alternatives & Master Plan Layout	40	SHT	35	10	350	Effort includes layout of 1 MP for presentation purposes
5 PBC coordination	NA	EA	4	8	32	Attend 4 meetings; 2 people @ 4 hrs, includes minutes
6 Design Documentation and Data Collection	NA	LS	1	32	32	Geometric Calc, Correspondence, 8 hrs @ proj setup + 2 hr/month maintenance for 12 months. Portion completed in Final design.
7 Cost Analysis of Alternatives	NA	LS	1	24	24	Develop 2 cost estimates for PBC review @ 12 hrs ea.
<b>Typical Sections &amp; Geometrics Subtotal</b>					<b>558</b>	
<b>Right-Of-Way Acquisition Analysis</b>						
1 Field Reviews	NA	EA	1	16	16	Attend field review w/ Right-Of-Way Task Team x 2 people x 8 hrs, includes documentation of observations/minutes
2 Meetings	NA	EA	3	8	24	3 meetings to discuss r/w w/ PBC x 2 people x 4 hrs
3 Prepare Alternative Sketches & Cure Plans	40	EA	28	4	112	Assume 4 parcels are impacted at each of the 7 intersections being considered for improvements = 4 x 7 x 4 hrs/sketch
4 Plan Sheet Exhibits	40	SHT	35	4	140	Raster-backed planviews depicting cf, ex and prop r/w, and loc's
<b>Right-Of-Way Acquisition Analysis Subtotal</b>					<b>292</b>	
<b>Drainage Study</b>						
1 Data Collection	NA	LS	1	30	30	Research @ WMD, review exist reports/drainage studies, chk/set DHW 24 hr, research based on flood EI, well field maps & location, doc flood issues. Prelim study Exec Summary. Portion completed in Final Design.
2 Field Review	NA	EA	2	8	16	2 people @ 4 hrs
3 Develop Concepts/Sketch	NA	LS	1	40	40	Lake loc, outfall, Basins
4 Agency Review/Coor	NA	LS	1	32	32	SFWMD, WPB, ERM, PBC assume 2 meeting x 4 agencies x 4 hrs
5 Preliminary Calcs	NA	EA	4	14	56	Prelim calc: area, pre-post Q, treat Vol. Assume use of worst case Typical Sec. Assume offsite flow. Analysis finalized with Design Phase. Assume 2 WMA w/ treat & atten, 2 WMA w/ atten only (treat in French Drain). No analysis pr resolution of offsite flooding. Assume canal data (Q etc.) Bridge/culvert size provided by owner/operator
<b>DRAINAGE STUDY SUBTOTAL</b>					<b>174</b>	
<b>Community Involvement</b>						
1 Public Involvement Meeting	NA	EA	3	12	36	1 General meeting w/ Public & City, 1 meeting w/ associations, 1 meeting w/ business & other interests. 2 people @ 6 hr = 12 hr
2 Coordination	NA	LS	1	64	64	Coordination 4hr/month x 6 months = 24 hr + Prep technical responses to public inquiry assume 40 hr = 64 hr
<b>COMMUNITY INVOLVEMENT SUBTOTAL</b>					<b>100</b>	
<b>PRELIMINARY DESIGN STUDY TOTAL</b>					<b>1124</b>	



**REIMBURSABLE EXPENSES**

**AUSTRALIAN AVENUE  
FROM BANYAN BOULEVARD TO 45TH STREET**

**Reimbursable Expense Summary**

WANTMAN GROUP, INC.  
2035 VISTA PARKWAY, SUITE 100  
WEST PALM BEACH, FL 33411  
(561) 687-2220

Date: February 14, 2007  
PBC No.: 2005502  
WGI No.: 205530.00

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- Traffic	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
<b>TOTAL SHEETS</b>					<b>100</b>
<b>PRICE PER SHEET</b>					<b>\$1.00</b>
<b>BLUEPRINT TOTAL COST</b>					<b>\$100.00</b>

COPIES (11" x 17")					
AGENCY	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Palm Beach County- Roadway	10	100	1000	2	2000
Palm Beach County- Traffic	10	100	1000	2	2000
Palm Beach County- Final Delivery	0	100	0	0	0
Utility Copr (Initial Contact)	0	100	0	0	0
Utility Copr (Pre-85%, 98%, 100%)	0	100	0	0	0
SFWMD	0	100	0	0	0
WPB	10	100	1000	2	2000
ERM	0	100	0	0	0
<b>TOTAL SHEETS</b>					<b>6000</b>
<b>PRICE PER SHEET</b>					<b>\$0.25</b>
<b>BLUEPRINT TOTAL COST</b>					<b>\$1,500.00</b>

COPIES (8-1/2" x 11")					
ELEMENT	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Miscellaneous Correspondence	1	5000	5000	1	5000
Reports	5	500	2500	1	2500
<b>TOTAL SHEETS</b>					<b>7500</b>
<b>PRICE PER SHEET</b>					<b>\$0.15</b>
<b>COPIES TOTAL COST</b>					<b>\$1,125.00</b>

<b>REIMBURSABLE EXPENSE TOTAL</b>	<b>\$2,725.00</b>
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**BRIDGE DESIGN ASSOCIATES, INC.**

**BRIDGE DESIGN ASSOCIATES, INC.**



**BRIAN C. RHEULT, P.E.**  
*President*

November 28, 2006

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

**ATTENTION:** David Wantman, P.E.

**REGARDING:** Australian Avenue (Banyan Blvd. To 45<sup>th</sup> Street)  
Clear Lake Bridge & Basin #4 Bridge Study

Dear David:

Pursuant to your request, Bridge Design Associates, Inc. can perform the necessary structural engineering services at the above referenced project.

**SCOPE OF SERVICES**

**Clear Lake Bridge:** Bridge Design shall perform a study to determine the feasibility of a single span bridge or multi-span bridge. Our services will include coordination and 35% design and plans preparation for both single span and multi-span.

**Basin #4 Bridge:** Bridge Design shall perform a study to determine the feasibility of widening or replacement of this bridge. Our services will include coordination and 35% design and plans preparation for both widening and replacement of this bridge.

The attached Exhibits A through D represent a manhour breakdown of tasks with commensurate fees.

Bridge Design Associates, Inc. is prepared to complete this project within 180 days following notice to proceed.

If you have any questions, please give me a call.

Respectfully,

**BRIDGE DESIGN ASSOCIATES, INC.**

A handwritten signature in black ink, appearing to read 'B. Rheault', is written over the printed name.

Brian C. Rheault, P.E.  
President

BCR:kedS:\PERSONNEL\Kim\November 2006\pro Australian study.wpd

AUSTRALIAN AVENUE  
(Banyan Boulevard to 45<sup>th</sup> Street)

FEE SCHEDULE

Clear Lake Bridge

35% Single Span Option( Exhibit "A")	✓	\$20,337.70
35% Multi Span Option (Exhibit "B")	✓	<u>\$16,756.20</u>
TOTAL	✓	\$37,093.90

Basin #4 Bridge

35% Widening Option (Exhibit "C")	✓	\$18,357.00
35% New Bridge Option (Exhibit "D")	✓	<u>\$18,519.40</u>
TOTAL	✓	\$36,876.40

\$73,970.30

BRIDGE DESIGN ASSOCIATES, INC.

AUSTRALIAN AVENUE (Banyan Blvd. to 45th Street)  
CLEAR LAKE SINGLE SPAN PHASE I  
November 28, 2006

HOURLY BREAKDOWN OF SERVICES  
EXHIBIT "A"

ACTIVITY	SHEET #	PROJECT MANAGER	PROJECT ENGINEER	CADD TECH	FIELD REP/ E.I.	TOTAL HOURS BY ACTIVITY	LABOR COST BY ACTIVITY
		\$130.50	\$110.20	\$89.90	\$62.35		
<b>COORDINATION</b>							
Meeting w/surveyor roadway to review project current site conditions	N/A	4.0				4.0	✓ \$522.00
Utility Coordination	N/A	4.0				4.0	✓ \$522.00
Meeting w/ PBC staff / West Palm Beach	N/A	3.0				3.0	✓ \$391.50
Meetings with SFWMD	N/A	8.0				8.0	✓ \$1,044.00
<i>Subtotal Coordination</i>		✓ 19.0	0.0	0.0	0.0	✓ 19.0	✓ \$2,479.50
<b>35% DESIGN SINGLE SPAN</b>							
General Notes / Construction Notes	N/A	2.0	4.0			6.0	✓ \$701.80
Review soils data analysis for pile capacities (end & interior bents)	N/A	4.0	16.0			20.0	✓ \$2,285.20
Temporary sheet piling for phasing construction layout	N/A	4.0	16.0			20.0	✓ \$2,285.20
Preliminary Design superstructure single span	N/A	4.0	24.0			28.0	✓ \$3,166.80
Preliminary Design Substructure	N/A	4.0	16.0			20.0	✓ \$2,285.20
<i>Subtotal Design</i>		✓ 18.0	✓ 76.0	0.0	0.0	✓ 94.0	✓ \$10,724.20
<b>35% PLANS PREPARATION SINGLE SPAN</b>							
Bridge Cross section existing & proposed	N/A			6.0		6.0	✓ \$539.40
Bridge Phasing Plan	N/A			8.0		8.0	✓ \$719.20
General Notes / Design Criteria / Constr. Notes	N/A			8.0		8.0	✓ \$719.20
Bridge Plan Sheet	N/A			8.0		8.0	✓ \$719.20
Bridge Elevation	N/A			4.0		4.0	✓ \$359.60
Substructure Plan	N/A			8.0		8.0	✓ \$719.20
End Bent Plan & Elevation	N/A			8.0		8.0	✓ \$719.20
Superstructure typical cross section showing layout diaphragms	N/A			8.0		8.0	✓ \$719.20
Index Sheets	N/A			8.0		8.0	✓ \$719.20
<i>Subtotal Plans Preparation</i>		0.0	0.0	✓ 66.0	0.0	✓ 66.0	✓ \$5,933.40
<b>COST ESTIMATES</b>							
Cost Estimates	N/A	2.0	4.0		8.0	14.0	✓ \$1,200.60
<i>Subtotal Cost Estimates</i>		2.0	4.0	0.0	8.0	14.0	✓ \$1,200.60
TOTAL MANHOURS		✓ 39.0	✓ 80.0	✓ 66.0	✓ 8.0	✓ 193.0	
DIRECT LABOR COST		✓ \$5,089.50	✓ \$8,816.00	✓ \$5,933.40	✓ \$498.80		✓ \$20,337.70

BRIDGE DESIGN ASSOCIATES, INC.

AUSTRALIAN AVENUE (Banyan Blvd. to 45th Street)  
 CLEAR LAKE MULTI-SPAN PHASE I  
 November 28, 2006  
 HOURLY BREAKDOWN OF SERVICES  
 EXHIBIT "B"

ACTIVITY	SHEET #	PROJECT MANAGER	PROJECT ENGINEER	CADD TECH	FIELD REP/ E.I.	TOTAL HOURS BY ACTIVITY	LABOR COST BY ACTIVITY
		\$130.50	\$110.20	\$89.90	\$62.35		
<b>35% DESIGN MULTI SPAN</b>							
General Notes / Construction Notes	N/A	2.0	4.0			6.0	\$701.80
Review soils data analysis for pile capacities (end & interior bents)	N/A	4.0	8.0			12.0	\$1,403.60
Design temporary sheet piling for phasing construction layout	N/A	4.0	16.0			20.0	\$2,285.20
Preliminary Design End Bent pile cap	N/A		8.0			8.0	\$881.60
Preliminary Design Intermediate Pile cap	N/A	2.0	8.0			10.0	\$1,142.60
Preliminary Design superstructure deck slab spans 1 & 3	N/A	4.0	16.0			20.0	\$2,285.20
Design barrier system & guardrail attachments & coordination with roadway design	N/A	2.0	6.0			8.0	\$922.20
<b>Subtotal Design</b>		18.0	66.0	0.0	0.0	84.0	\$9,622.20
<b>35% PLANS PREPARATION MULTI SPAN</b>							
Bridge Cross section existing & proposed	B1			6.0		6.0	\$539.40
Bridge Phasing Plan	B2			8.0		8.0	\$719.20
General Notes / Design Criteria / Constr. Notes	B3			8.0		8.0	\$719.20
Bridge Plan Sheet	B4			16.0		16.0	\$1,438.40
Bridge Elevation	B5			4.0		4.0	\$359.60
Substructure Plan	B6			8.0		8.0	\$719.20
Intermediate bent plan & elevation	B7			8.0		8.0	\$719.20
Index Sheets	N/A			8.0		8.0	\$719.20
<b>Subtotal Plans Preparation</b>		0.0	0.0	66.0	0.0	66.0	\$5,933.40
<b>COST ESTIMATES</b>							
Cost Estimates	N/A	2.0	4.0		8.0	14.0	\$1,200.60
<b>Subtotal Cost Estimates</b>		2.0	4.0	0.0	8.0	14.0	\$1,200.60
<b>TOTAL MANHOURS</b>							
		20.0	70.0	66.0	8.0	164.0	
<b>DIRECT LABOR COST</b>							
		\$2,610.00	\$7,714.00	\$5,933.40	\$498.80		\$16,756.20

PRO AUSTRALIAN B

BRIDGE DESIGN ASSOCIATES, INC.

AUSTRALIAN AVENUE (Banyan Blvd. to 45th Street)  
 BASIN #4 BRIDGE WIDENING PHASE I  
 November 28, 2006  
 HOURLY BREAKDOWN OF SERVICES  
 EXHIBIT "C"

ACTIVITY	SHEET #	PROJECT MANAGER	PROJECT ENGINEER	CADD TECH	FIELD REP/ E.I.	TOTAL HOURS BY ACTIVITY	LABOR COST BY ACTIVITY
		\$130.50	\$110.20	\$89.90	\$62.35		
<b>COORDINATION</b>							
Meeting w/surveyor roadway to review project current site conditions	N/A	4.0				4.0	\$522.00
Utility Coordination	N/A	4.0				4.0	\$522.00
Meeting w/ PBC staff / information meeting & WPB & SFWMD	N/A	4.0				4.0	\$522.00
<i>Subtotal Coordination</i>		✓ 12.0	0.0	0.0	0.0	12.0	✓ \$1,566.00
<b>35% DESIGN WIDENING OPTION</b>							
General Notes / Construction Notes	N/A	2.0	4.0			6.0	✓ \$701.80
Review soils data analysis for pile capacities (end & interior bents)	N/A	4.0	24.0			28.0	✓ \$3,166.80
Preliminary Design and field inspection of temporary sheet piling for phasing	N/A	4.0	8.0			12.0	✓ \$1,403.60
Preliminary Design and field inspection of sheet pile wall system for end bent	N/A		8.0			8.0	✓ \$881.60
Preliminary Design and field inspection of end bent pile cap	N/A		4.0			4.0	✓ \$440.80
Preliminary Design and field inspection of intermediate pile cap	N/A		4.0			4.0	✓ \$440.80
Preliminary Design and field inspection of superstructure deck slab end slab	N/A		8.0			8.0	✓ \$881.60
Preliminary Design and field inspection of superstructure deck slab interior span	N/A		8.0			8.0	✓ \$881.60
<i>Subtotal Design</i>		✓ 10.0	✓ 68.0	0.0	0.0	78.0	✓ \$8,798.60
<b>35% PLANS PREPARATION WIDENING</b>							
Bridge Cross section existing & proposed	B1			6.0		6.0	✓ \$539.40
Bridge Phasing Plan	B2			8.0		8.0	✓ \$719.20
General Notes / Design Criteria / Constr. Notes	B3			8.0		8.0	✓ \$719.20
Bridge Plan Sheet	B4			16.0		16.0	✓ \$1,438.40
Bridge Elevation	B5			4.0		4.0	✓ \$359.60
Substructure Plan	B6			8.0		8.0	✓ \$719.20
End Bent Plan & Elevation	B7			8.0		8.0	✓ \$719.20
Intermediate bent plan & elevation	B8			8.0		8.0	✓ \$719.20
Superstructure typical cross section showing deck layout & closure pours	B9			4.0		4.0	✓ \$359.60
Index sheets (600, 601, 614, 618, 700-1, 700-2, 810, 820-1, 820-2)				8.0		8.0	✓ \$719.20
<i>Subtotal Plans Preparation</i>		0.0	0.0	✓ 78.0	0.0	78.0	✓ \$7,012.20
<b>QUANTITIES &amp; ESTIMATES</b>							
Quantities & Estimates	N/A	2.0	2.0		8.0	12.0	\$980.20
<i>Subtotal Quantities &amp; Estimates</i>		✓ 2.0	✓ 2.0	0.0	✓ 8.0	✓ 12.0	✓ \$980.20
<b>TOTAL MANHOURS</b>		✓ 24.0	✓ 70.0	✓ 78.0	✓ 8.0	✓ 180.0	
<b>DIRECT LABOR COST</b>		✓ \$3,132.00	✓ \$7,714.00	✓ \$7,012.20	✓ \$498.80		✓ \$18,357.00



BRIDGE DESIGN ASSOCIATES, INC.

AUSTRALIAN AVENUE (Banyan Blvd. to 45th Street)  
 BASIN #4 BRIDGE REPLACEMENT PHASE I  
 November 28, 2006  
 HOURLY BREAKDOWN OF SERVICES  
 EXHIBIT "D"

ACTIVITY	SHEET #	PROJECT MANAGER	PROJECT ENGINEER	CADD TECH	FIELD REP/ E.I.	TOTAL HOURS BY ACTIVITY	LABOR COST BY ACTIVITY
		\$130.50	\$110.20	\$89.90	\$62.35		
<b>COORDINATION</b>							
Meeting w/surveyor roadway to review project current site conditions	N/A	4.0				4.0	\$522.00
Utility Coordination	N/A	4.0				4.0	\$522.00
<i>Subtotal Coordination</i>		8.0	0.0	0.0	0.0	8.0	\$1,044.00
<b>35% DESIGN REPLACEMENT OPTION</b>							
General Notes / Construction Notes	N/A	2.0	4.0			6.0	\$701.80
Review soils data analysis for pile capacities (end & interior bents)	N/A	4.0	8.0			12.0	\$1,403.60
Design temporary sheet piling for phasing construction	N/A	4.0	8.0			12.0	\$1,403.60
Preliminary Design End Bent pile cap	N/A		8.0			8.0	\$881.60
Preliminary Design Intermediate Pile cap	N/A	2.0	8.0			10.0	\$1,142.60
Preliminary Design superstructure deck slab Spans 1 & 3	N/A	4.0	8.0			12.0	\$1,403.60
Preliminary Design superstructure deck slab Span 2	N/A	4.0	8.0			12.0	\$1,403.60
Design barrier system & guardrail attachments & coordination with roadway design	N/A	2.0	6.0			8.0	\$922.20
<i>Subtotal Design</i>		22.0	58.0	0.0	0.0	80.0	\$9,262.60
<b>35% PLANS PREPARATION REPLACEMENT OPTION</b>							
Bridge Cross section existing & proposed	B1			6.0		6.0	\$539.40
Bridge Phasing Plan	B2			8.0		8.0	\$719.20
General Notes / Design Criteria / Constr. Notes	B3			8.0		8.0	\$719.20
Bridge Plan Sheet	B4			16.0		16.0	\$1,438.40
Bridge Elevation	B5			4.0		4.0	\$359.60
Substructure Plan	B6			8.0		8.0	\$719.20
End Bent Plan & Elevation	B7			8.0		8.0	\$719.20
Intermediate bent plan & elevation	B8			8.0		8.0	\$719.20
Superstructure typical cross section showing deck layout & closure pours	B9			4.0		4.0	\$359.60
Index sheets (600, 601, 614, 618, 700-1, 700-2, 810, 820-1, 820-2)				8.0		8.0	\$719.20
<i>Subtotal Plans Preparation</i>		0.0	0.0	78.0	0.0	78.0	\$7,012.20
<b>COST ESTIMATES</b>							
Cost Estimates	N/A	2.0	4.0		8.0	14.0	\$1,200.60
<i>Subtotal Cost Estimates</i>		2.0	4.0	0.0	8.0	14.0	\$1,200.60
<b>TOTAL MANHOURS</b>		32.0	62.0	78.0	8.0	180.0	
<b>DIRECT LABOR COST</b>		\$4,176.00	\$6,832.40	\$7,012.20	\$498.80		\$18,519.40

pro Australian DR

**BROWN AND PHILLIPS, INC.**



October 18, 2006

Mr. David Wantman  
The Wantman Group  
2035 Vista Parkway  
Suite 100  
West Palm Bch, FL 33411

**RE: Australian Avenue - from Banyan Blvd. to 45th Street**

Dear Mr. Wantman:

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. We will review any title work supplied by you. The scope of services is as follows:

#### **SCOPE OF SERVICES**

##### **I. BASELINE CONTROL AND RIGHT OF WAY**

Using the information supplied by Palm Beach County, we will establish the Right-of-Way for Australian Avenue. A traverse will be run through the route and all found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control. The Palm Beach County Survey Department will supply all the sectional control information along the proposed route.

The limits of the survey are:

Australian Avenue from 500 feet south of Banyan Blvd. to the railroad track crossing 500' north of 45th Street (and 200 feet of topographic locations and a centerline profile to the nearest high or low point on each side street along with 200 feet and a centerline profile to the nearest high or low point along the railroad tracks from Australian Avenue).

##### **II. BASELINE LAYOUT**

We will lay out the baseline at 100-foot intervals setting appropriate points at each station. The baseline will be laid out within the limits of the 16,000' +/- route. These baseline points will be used in the topographic and cross section phase to locate features and facilitate checks.

##### **III. SECTION TIES AND PROPERTY TIES**

We will tie in section corners and property corners along the route to check the present alignment of Australian Avenue. We will try to locate as many corners as possible to positively establish the current right of ways.

##### **IV. TOPOGRAPHY**

A topographic survey will be performed along the route. This survey will tie in all visible features such as, but not limited to, signs, light poles, guardrails, utility sites and water hazards. These locations will show all features within the corridor from right of way to right of way extending to 10 feet outside the proposed right of way, if provided. No side street locations are proposed.

Wantman  
October 18, 2006  
Page 2

**V. BENCH LEVELS**

A level run will be performed along the route using the existing Palm Beach County benchmarks. Benchmarks will be set along the route, not exceeding 600 feet apart, so that we will have at least one benchmark per plan sheet. All benchmarks will be set outside of the proposed right of way.

**VI. CROSS SECTIONS**

Cross sections will be done along the route 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 proposed right of way.

**VII. ASBUILTS**

We will attempt to get asbuilt information on all the pipes leading out of any structures found. We will show invert elevations, pipe sizes and materials for all pipes located, including outfall pipes. We will attempt to follow the drainage to their outfall locations.

**VIII. SOIL BORINGS**

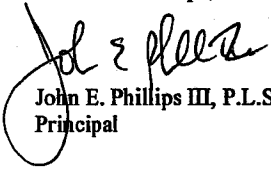
We will stake out or locate approximately 107 soil borings along the route. Borings to be prepared by others.

**IX. CLOSURE**

A drawing will be produced which will show all the features located. ~~We propose to provide The Wantman Group 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 a lump sum of \$55,876.95.~~

Sincerely,

**Brown & Phillips, Inc.**

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

JEP/kk

Accepted This \_\_\_\_\_ Day Of \_\_\_\_\_, 2006.

The Wantman Group

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

**ATTACHMENT "A"**

**Australian Avenue - from Banyan Blvd. to 45th Street**

**Description:** Roadway Survey

**Size:** 16,000' +/-

**Date of Proposal:** October 18, 2006

<b>TASK</b>	<b>2 MAN FIELD</b>	<b>CADD TECH</b>	<b>SURVEY TECH</b>	<b>PLS</b>	<b>COMMENTS</b>
Baseline Control	40		30	15	Establish control and right-of-way - meetings and coordination
Baseline Layout 100' Sta	35		5	1	Lay out baseline at 100' intervals
Section Ties	8		1		Tie in PBCo horizontal control
Subd. & Properties Ties	20		50	10	Tie in adjoining property corners
Topography	120	60	30	5	Locate all above ground features
Bench Levels	40		7		Set benchmarks along corridor
Cross-Sections	20		2	1	At 500' intervals 25' outside R/W
Asbuilts	45	10	10	2	Asbuilt storm structures
Soil Borings	36	8	10	3	107 locations
<b>Total Hours</b>	✓ 364	✓ 78	✓ 145	✓ 37	
<b>Rate/Hour</b>	\$108.00	\$59.25	\$59.25	\$90.60	
<b>Sub-total</b>	✓ \$39,312.00	✓ \$4,621.50	✓ \$8,591.25	✓ \$3,352.20	
<b>Total Price</b>	✓ \$ 55,876.95				

**PINDER TROUTMAN CONSULTING, INC.**

# PINDER TROUTMAN CONSULTING, INC.

Transportation Planners and Engineers

2324 South Congress Avenue, Suite 1H  
West Palm Beach, FL 33406  
(561) 434-1644 Fax 434-1663  
www.pindertroutman.com

## SCOPE OF SERVICES – TRAFFIC ANALYSIS (Page 1 of 2) AUSTRALIAN AVENUE CORRIDOR - #PTC05-075

### AUSTRALIAN AVENUE/45<sup>th</sup> STREET ANALYSIS

#### Traffic Data Collection

Pinder Troutman Consulting will obtain peak season traffic count data from Palm Beach County including intersection turning movement counts and 24-hour automatic counts at the following locations:

Intersection Turning Movement Counts  
Australian Avenue / 45<sup>th</sup> Street

24-Hour Automatic Machine Counts  
Australian Avenue - North and South of 45<sup>th</sup> Street  
45<sup>th</sup> Street – East and West of Australian Avenue

#### Traffic Projections

##### Short Range (2010)

The following tasks will be performed:

- Research historic growth data for the last three years.
- Review County committed development spreadsheet.
- Develop 2010 projections using a comparison of historic growth projections and committed development data for the intersection under study.

##### Long Range (2030)

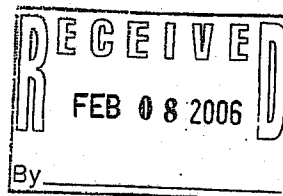
The following tasks will be performed:

- Obtain 2030 daily traffic volumes from MPO.
- Develop peak hour and directional factors based on review of FDOT data and local count data
- Apply peak hour directional factors to daily model volumes to project peak hour volumes.

#### Capacity Analyses

Conduct intersection capacity analyses, short-range and long-range for the following:

Intersections:  
Australian Avenue / 45<sup>th</sup> Street



**SCOPE OF SERVICES – TRAFFIC ANALYSIS (Page 1 of 2)**  
**AUSTRALIAN AVENUE CORRIDOR - #PTC05-075**

Intersection capacity analyses shall include:

- AM and PM peak hour analyses using both Critical Movement Analyses and Highway Capacity Manual Operational Analyses
- Optimized signal timing per County approved methodologies
- Queuing analyses and storage length requirements for turn lanes
- Up to three optional lane geometrics shall be analyzed for the intersection

**Crash Data Review**

Complete review of crash data, obtained from Palm Beach County, for one year for the intersection under study.

- Review collision diagram
- Develop summary of crash data for study area
- Determine potential recommended improvements, if applicable.

**Report**

Provide report and graphics documenting results of the traffic study.

**Project Representation**

Preparation and attendance at a maximum of one (1) public hearing.



**Palm Beach County  
Roadway Production Division  
Estimate of Work Effort and Fee**

Name of Project: Australian Avenue / 45th Street Analysis  
 County: Palm Beach County  
 FPN:  
 FAP No.:

Consult. Name: Pinder Troutman Consulting, Inc.  
 Consult. No. FTC05-075  
 Date: 2/7/2006  
 Estimator: amt

Staff Classification	Chief Engineer	Project Manager	Project Engineer	Engineer I	Designer	CADD Technician	Technician Aid	0	Sar Survey Mapper	PSM	Survey Tech	0	SH By Activity	Salary Cost By Activity	Average Rate Per Task
Task	\$44.00	\$41.00	\$0.00	\$33.00	\$0.00	\$22.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Traffic Study															
a. Data Collection	0	0		1		1							2	\$55	\$27.50
b. Traffic Projections	5	10		5		0							20	\$795	\$39.75
c. Capacity Analyses	2	7		12		0							21	\$771	\$36.71
d. Crash Data Review	0	2		2		0							4	\$148	\$37.00
e. Report Preparation	2	6		0		4							12	\$422	\$35.17
f. Project Representation	4	4		0		0							8	\$340	\$42.50
<b>Total Staff Hours</b>	✓ 13	✓ 29	0	✓ 20	0	✓ 5	0	0	0	0	0	0	✓ 67		
<b>Total Staff Cost</b>	✓ \$572.00	✓ \$1,189.00	\$0.00	✓ \$660.00	\$0.00	✓ \$110.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	✓	\$2,531.00	\$37.78

TOTAL ACTIVITY COSTS:		✓	\$2,531.00
OVERHEAD:	168%	✓	\$4,252.08
SUBTOTAL:		✓	\$6,783.08
OPERATING MARGIN:	12.00%	✓	\$813.97
<b>TOTAL BASIC SERVICES (L9)</b>		✓	\$7,597.05
<b>REIMBURSABLE EXPENSES:</b>			
Direct Expenses			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			\$7,597.05
Optional Services			\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>		✓	\$7,597.05

**TIERRA, INC.**



March 1, 2007

Wantman Group, Inc.  
2035 Vista Parkway, Suite 100  
West Palm Beach, Florida 33409

Attn: Mr. Gary Williams, P.E.  
Project Manager

Re: **Scope of Service for Preliminary Geotechnical Services**  
**Australian Avenue from Banyan to the RR Track North of 45<sup>th</sup> Street**  
**Palm Beach County, Florida**  
**Tierra Proposal No.: 0602-044 (revised)**

Dear Gary:

As requested, Tierra, Inc. is pleased to submit this proposal for the above-referenced project. The proposal is based on a March 1, 2007 phone conversation with Mr. Gary Williams, P.E. of Wantman Group, Inc.

It is our understanding that the proposed widening and extension is for a length of approximately 3.0 miles. The proposed construction will include four bridge widening or reconstruction, overhead sign and mast arm structures.

Based on the conceptual site plan, three pond sites are proposed ranging from 1.0 to 3.0 acres in size.

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. As requested, based on our understanding of the project, we propose perform the following:

##### **Proposed Bridge Structures:**

1. A total of 4 Standard Penetration Test (SPT) borings to a depth of seventy five (75) feet below the existing grade.

**Wantman Group, Inc.**  
**Proposal No. 0602-044**  
**Page 2**

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 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 (Attachment 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.

Wantman Group, Inc.  
Proposal No. 0602-044  
Page 3

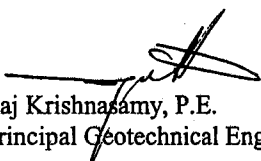
**SCHEDULE AND AUTHORIZATION**

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 4 weeks to complete. The written report can be submitted about 4 weeks after completion of the field exploration, depending on the extent of the laboratory-testing program.

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

<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, INC.  
ATTACHMENT - 2  
FEE SCHEDULE FOR GEOTECHNICAL SERVICES - BRIDGE STRUCTURES

TIERRA, INC.

	Unit	# of Units	Unit Price		Total
<b>I. FIELD INVESTIGATION</b>					
Mobilization of Men and Equipment	Trip	1	\$	350.00	✓ 350.00
Truck-Mounted Equipment					
Standard Penetration Test Borings (By Truck-Mounted Equipment)					
0 - 50 ft depth	L.F.	200	\$	11.00	✓ 2,200.00
50 - 100 ft depth	L.F.	100	\$	12.50	✓ 1,250.00
Grout-Seal Boreholes (By Truck-Mounted Equipment)					
0 - 50 ft depth	L.F.	200	\$	4.00	✓ 800.00
50 - 100 ft depth	L.F.	100	\$	5.00	✓ 500.00
Casing Allowance (By Truck-Mounted Equipment)					
0 - 50 ft depth	L.F.	200	\$	6.00	✓ 1,200.00
50 - 100 ft depth	L.F.	100	\$	8.00	✓ 800.00
Rock Coring (Structures) (By Truck-Mounted Equipment)					
0 - 50 ft deep	L.F.	0	\$	30.00	0.00
50 - 100 ft deep	L.F.	0	\$	36.00	0.00
Borehole Permeability Tests	Test	0	\$	250.00	0.00
Traffic Control (1-man crew with safety equipments)	Day	2	\$	800.00	✓ 1,600.00
Auger Borings (Roadway)	L.F.	0	\$	7.50	0.00
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
<b>II. LABORATORY TESTING</b>					
Visual Examination by Profect Engineer	Hour	8	\$	65.00	✓ 520.00
Natural Moisture Content Tests	Test	10	\$	10.00	✓ 100.00
Grain-Size Analysis - Full Gradation	Test	10	\$	60.00	✓ 600.00

TIERRA, INC.  
ATTACHMENT - 2  
FEE SCHEDULE FOR GEOTECHNICAL SERVICES - BRIDGE STRUCTURES

TIERRA, INC.

	Unit	# of Units		Unit Price		Total
Grain-Size Analysis - Single Sieve	Test	0	\$	25.00	\$	0.00
Organic Content Tests	Test	4	\$	35.00	\$	✓ 140.00
Atterberg Limit Tests	Test	0	\$	75.00	\$	0.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	2	\$	185.00	\$	✓ 370.00
LBR Test	Test	0	\$	250.00	\$	0.00
<b>III. FIELD ENGINEERING AND TECHNICAL SERVICES</b>						
Site Recon./Utility Coordination/Traffic Control						
Sr. Engineering Technician	Hour	24	\$	55.00	\$	✓ 1,320.00
Engineering Technician	Hour	0	\$	45.00	\$	0.00
<b>IIIA. ENGINEERING AND TECHNICAL SERVICES</b>						
Principal Engineer	Hour	4	\$	125.00	\$	✓ 500.00
Senior Geotechnical Engineer	Hour	20	\$	100.00	\$	✓ 2,000.00
Project Engineer	Hour	40	\$	85.00	\$	✓ 3,400.00
Draftperson	Hour	10	\$	50.00	\$	✓ 500.00
Administrative Assistant	Hour	0	\$	40.00	\$	0.00
<b>TOTAL FEE FOR GEOTECHNICAL SERVICES - BRIDGE</b>					\$	✓ <b>18,150.00</b>

**EMERGE CONSULTING, INC.**





### **Public Involvement**

The Design Team will hold one (1) Public Information Meeting where the proposed design will be presented to the public, City/County elected officials for feedback. Additional meeting will include small local groups such as neighborhood associations, business owners and other interested groups. District City and County elected representatives will also be invited. This will help to maintain continued support for the project and address any concerns regarding the project. Other public involvement efforts will include Public Administration and ongoing Community Information. These include providing the following:

- Distributing Public Relations business cards through the consultant's surveyors for residents to call and ask questions.
- Attending project design/progress meetings with Palm Beach County and Wantman. This includes a minimum 3 meetings and maximum of 5 meetings throughout initial preparation process.
- Prepare, Design and Distribute a 'Frequently Asked Question Card' at homeowner association meetings, churches, schools and businesses. It will outline the project, construction schedule and provide a place for them to call with questions.
- Prepare, Design and Distribute a 'Facts Sheet' at meetings, and upon request by stakeholders. This task includes the production of several factual information sheets as the project progresses.
- Establish of a 'Community Network' consisting of community leaders, Homeowners Association Presidents and local 'opinion makers' to provide opportunities to foster the exchange of information.

Through this extensive public relations effort, the Design Team will provide assistance by ensuring that various local and community groups are informed and up to date regarding the project.



Following is a list of tasks, staff hours, and fees based on the scope described above:

Task	Description	No. of Hours	Cost of Effort
1	Attend Project Design/Progress Meetings	10	\$ 1,000.00
2	Design, write, and format Frequently Asked Question Card/Fact Sheet Includes input from Design Team member	20	\$ 2,000.00
3	Distribution of Frequently Asked Question Card And Fact Sheet for Community Meetings, Schools, Churches, Businesses and Elected Officials	30	\$ 3,000.00
4	Distribution of Frequently Asked Question Card/Fact Sheet to stakeholders and citizens upon request	30	\$ 3,000.00
5	Community Meetings (8 meetings)	24	\$ 2,400.00
6	Individual Home Association Meetings (3 meetings)	9	\$ 900.00
7	Preparation time for each meeting	22	\$ 2,200.00
8	Translation of material	19	\$ 1,900.00
	<b>Total</b>		<b>\$16,400.00</b>

**Notes:**

- Cost of Effort based on average rate of \$100/hr.
- For Reimbursable Costs, see attached form

**AUSTRALIAN AVENUE  
FROM BANYAN BOULEVARD TO 45TH STREET**

**Reimbursable Expense Summary**

Emerge Consulting, Inc.  
120 South Olive Avenue, Suite 702  
West Palm Beach, FL 33401  
Phone: 561-833-2317/ Fax: 561-832-8478

Date: 2/22/2007  
PBC No.: 2005502  
WGI No.: 205530.00

BLACKLINES (22" x 34")					
AGENCY	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Palm Beach County- Existing Plans	0	0	0	0	0
Palm Beach County- Traffic	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
<b>TOTAL SHEETS</b>					0
<b>PRICE PER SHEET</b>					\$0.00
<b>BLUEPRINT TOTAL COST</b>					<b>\$0.00</b>

COPIES (11"x17")					
AGENCY	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Palm Beach County- Roadway	0	0	0	0	0
Palm Beach County- Traffic	0	0	0	0	0
Palm Beach County- Final Delivery	0	0	0	0	0
Utility Coord (Initial Contact)	0	0	0	0	0
Utility Coord (Pre-65%, 96%, 100%)	0	0	0	0	0
SFWMD	0	0	0	0	0
WPB	0	0	0	0	0
FDOT	0	0	0	0	0
<b>TOTAL SHEETS</b>					0
<b>PRICE PER SHEET</b>					\$0.00
<b>BLUEPRINT TOTAL COST</b>					<b>\$0.00</b>

COPIES (8-1/2" x 11" on Card Stock)					
ELEMENT	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Printing of Business Cards	1	1000	1000	1	1000
Printing of Fact Sheet	1	2500	2500	1	2500
Printing of Frequently Asked Question Card	1	2500	2500	1	2500
<b>TOTAL SHEETS</b>					<b>6000</b>
<b>PRICE PER SHEET</b>					<b>\$0.25</b>
<b>COPIES TOTAL COST</b>					<b>\$1,500.00</b>

<b>REIMBURSABLE EXPENSE TOTAL</b>	<b>\$1,500.00</b>
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**JENKINS APPRAISAL SERVICES, INC.**

## Jenkins Appraisal Services, Inc.

5730 Corporate Way, Suite 120, West Palm Beach, FL 33407 Phone: (561)640-4059 Facsimile: (561)640-8183

February 12, 2007

Gary Williams, P.E.  
Project Manager/Vice President  
Wantman Group, Inc.  
2035 Vista Parkway  
Suite 100  
West Palm Beach, Florida 33411

Re: Australian Avenue Study  
Banyan Boulevard to 45<sup>th</sup> Street  
Palm Beach County Project No. 2005502

Dear Mr. Williams:

My firm has provided consulting services for Alignment/Project Design Studies similar to the one referenced above. When we are involved with these projects, our role is to assist you in analyzing the costs associated with the right-of-way acquisition based upon alternative alignments. This includes consideration of possible damages to some of the real estate based upon alternative alignments. Our goal is to assist in minimizing costs and impacts associated with the right-of-way acquisitions.

These consulting services are provided based upon hourly rates ranging from \$75 to \$250. The rates vary according to the qualifications of the appraiser utilized for a specific task which typically range from general research to specific site analysis. For this project, to provide the typical work we have found necessary on prior, similar projects, I would estimate an expense of \$15,000.

Please be advised that my firm is Certified as a S/WBE firm by Palm Beach County. A copy of this Certification is attached.

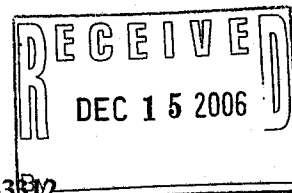
Thank you for considering my firm and please feel free to contact me should you have any questions.

Sincerely,



Diane Jenkins, MSA  
State-Certified General Real Estate Appraiser #1188

**REALMARK RESEARCH, INC.**



**REALMARK RESEARCH, INC.**  
 2699 Stirling Road, Suite A-303 - Ft. Lauderdale, Florida, 33312  
 Telephone: (954) 966-6169 – Fax: (954) 981-9768

December 14, 2006

Gary Williams, P.E.  
 Wantman Group, Inc.  
 2035 Vista Parkway  
 Suite 100  
 West Palm Beach, Florida 33411

RE: Fee Proposal – PBC Project Number 2005502 (Australian Avenue)

Dear Gary:

In response to your request, our estimated time and cost to provide market analysis for the evaluation of alternative right-of-way options at 7 intersections along Australian Ave. from south of Banyan Blvd. to north of 45 St., is presented below. The marketing analysis will provide preliminary estimates of how the proposed acquisitions will impact the permanent and temporary revenues of the affected businesses based on the proposed cure scenarios. The projected percentage losses in revenue is utilized by the CPA in estimating business damages. RealMark Research will visit the properties involved, analyze the existing conditions and cure plans prepared by the transportation engineer, evaluate input from other experts and team members including the CPA, planner, real estate appraiser and others; attend meetings and conferences, and review and research appropriate background material. We will assist in identifying problems that may impact customer patronage such as parking, signage, stacking and circulation.

There are approximately 29 businesses that could be impacted by this project

**PROFESSIONAL FEES**

It is difficult to estimate the time and cost for each parcel due to such factors as responding to evolving and changing cure plans, actual number of potential claimants, duration and number of meetings and other unforeseen circumstances. However, based on my preliminary review the total time and cost for the marketing analysis is estimated as follows:

	Principal – Maurice Gruber	Marketing Research Associate
Total Hours	70	24
Hourly Rate	\$135.00	\$85.00
Total Amount	✓ \$9,450.00	✓ \$2,040.00

The total estimated fee is \$11,490.00. Please note that the fee represents a maximum amount, and is based on the work tasks and assumptions described in this proposal. Should the effort required exceed that noted in the scope of services, I shall inform you in writing and request a supplement agreement.

Please call if you need additional information.

Sincerely,  
*Maurice Gruber*  
Maurice Gruber  
President



**TINTER ASSOCIATES, INC.**

Est. 1985



**Tinter Associates, Inc. • Transportation Engineers**

3303 West Commercial Blvd. • Ste 201 • Ft. Lauderdale, FL 33309 • (954) 484-3633 • Fax (954) 484-9612 • www.tinter.com

December 12, 2006

Gary Williams, P.E.  
Wantman Group, Inc.  
2035 Vista Parkway, Suite 100  
West Palm Beach, Florida 33411

RE: AUSTRALIAN AVENUE  
BANYAN BOULEVARD TO 45<sup>th</sup> STREET  
PALM BEACH COUNTY PROJECT NO. 2005502  
TINTER ASSOCIATES PROPOSAL NO. 06-1077

Dear Mr. Williams:

The firm of **Tinter Associates, Inc.** will be pleased to assist you as part of Palm Beach County's right-of-way evaluation team on the aforementioned project. It is my understanding that we should be prepared to evaluate up to 28 parcels which may be impacted by the project. Based on similar projects we have completed for Palm Beach County recently, we estimate that we can complete the work on a hourly basis with a maximum fee not to exceed \$20,000.00. If it becomes apparent that we may exceed this maximum amount, I will notify you in writing and will not exceed the maximum fee without written authorization.

**Tinter Associates, Inc.** will perform such work at the following hourly rates:

Principal	\$190.00
Vice President – Traffic	\$150.00
Principal Traffic Engineering/Senior Associate	\$150.00
Registered Engineer/Senior Associate	\$125.00
Senior Transportation Technician	\$115.00
CADD Operator/Technician	\$ 90.00
Administrative/Clerical	\$ 60.00

**HOURLY CHARGES**

Hourly work will be billed at **Tinter Associates, Inc.**'s current prevailing rates, with no increases or escalations for services performed outside of regular business hours. **Tinter Associates, Inc.** reserves the right, without notice or rights of approval from, to increase our hourly rates due to increased costs and expenses.

**WORK NOT SPECIFIED**

Work not specified and not incidental to the above proposal items will not be performed without prior knowledge and approval of **Wantman Group, Inc.** When merited, **Tinter Associates, Inc.**

**Wantman Group, Inc.**  
December 12, 2006  
Page 2

will provide **Wantman Group, Inc.** with a Lump Sum Fee for additional services. Otherwise, additional services will be performed on an hourly basis at the rates listed above.

#### ADDITIONAL EXPENSES

Unless otherwise specified, the above service fees do not include traffic counts, fees to government agencies, travel, printing or reproduction, postage, nor do they include the cost for outside services by others. These fees are separate charges and will be invoiced to **Wantman Group, Inc.** as direct charges.

#### SALES TAX

It is anticipated that the State Legislature may review sales tax exemptions in the very near future. One of those exemptions relates to the provision of professional services, such as traffic engineering. In the event that the legislature imposes sales tax on professional services, that sales tax will be added to any future invoices. Sales tax is NOT reflected in the above-quoted Lump Sum or Maximum Fees. When appropriate, Sales Tax will be added to **Tinter Associates, Inc.** invoices. Of course, this provision will not take effect until after the effective date of such legislation, if any.

#### ASSIGNMENT

It should be expressly understood that this proposal is for the use of **Wantman Group, Inc.** and is not assignable or assumable by any third party. Furthermore, the fees quoted in this contract with **Wantman Group, Inc.** are based on the payment terms cited below. Changes to those payment terms by **Wantman Group, Inc.** may affect either the Lump Sum Fee or Maximum Fees quoted above.

#### OWNERSHIP OF DOCUMENTS

**Tinter Associates, Inc.** will retain ownership of the original documents pertaining to this project and will not release copies of same without authorization from **Wantman Group, Inc.** or your agent.

#### INVOICING AND PAYMENT

Work will be invoiced to **Wantman Group, Inc.** on approximately the 5th day of each month based on a portion of work completed through approximately the last day of the previous month, with payment expected upon receipt of the invoice by **Wantman Group, Inc.** If payment is not received within thirty (30) days of the invoice date, a late charge may be added to the invoice in an amount not to exceed one and one-half percent (1 ½%) per month on the outstanding balance.

If payment is not received within forty-five (45) days of the invoice date, **Tinter Associates, Inc.** may terminate this agreement or suspend work under the agreement until payments have been made in full. **Wantman Group, Inc.** agrees to pay all cost of collection, including reasonable attorney's fees, should such action be required.

#### ACCEPTANCE

This proposal and fee schedules are based upon the acceptance by **Wantman Group, Inc.** within 30 days of the date of preparation. If not accepted by **Wantman Group, Inc.** within that time period, we reserve the right to reevaluate the terms and conditions contained herein.

**Wantman Group, Inc.**  
December 12, 2006  
Page 3

If the proposed work and fees contained herein are agreeable with **Wantman Group, Inc.**, please sign and date the enclosed copy of this letter and return same to this office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,



Yves S. d'Anjou, P.E., PTOE  
Vice President

YDA:mar  
W:\PROPOSAL\2006\06-2077

**Wantman Group, Inc.**  
December 12, 2006  
Page 4

ACCEPTANCE OF PROPOSAL NO. 06-1077

The above fees, terms, conditions and specifications are satisfactory and are hereby accepted by **Wantman Group, Inc.** **Tinter Associates, Inc.** is hereby authorized to do the work as outlined above. Payment of fees will be made as outlined above.

THIS PROPOSAL ACCEPTED BY:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name & Title (Please Print or Type)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
E-mail Address

PROJECT BILLING INFORMATION (IF DIFFERENT FROM ABOVE):

\_\_\_\_\_  
Billing Office or Department Name

\_\_\_\_\_  
Billing Contact Name

\_\_\_\_\_  
Billing Contact Phone Number

\_\_\_\_\_  
Billing Contact Fax Number

\_\_\_\_\_  
Billing E-mail Address

**GERSON, PRESTON, ROBINSON AND  
COMPANY, INC.**



**Gerson, Preston, Robinson  
& Company, P.A.**

**CERTIFIED PUBLIC ACCOUNTANTS**

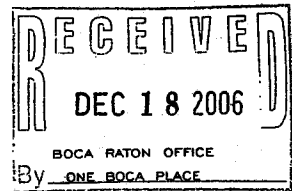
GARY R. GERSON, CPA  
RICHARD C. PRESTON, CPA  
JAMES P. ROBINSON, CPA  
ALAN S. ROSEN, CPA  
DONALD M. GERSON, CPA  
DANIEL S. KUSHNER, CPA  
STEVEN F. KLEIN, CPA  
DOROTHY S. EISENBERG, CPA  
ALAN A. LIPS, CPA

STEPHEN R. TEPPER, CPA  
MANNY M. ILAGAN, CPA  
CALVIN BECKER, CPA  
ROBERT P. FEDDERMAN, CPA  
EDUARDO M. ZUNIGA, CPA  
ROSE B. ROBINSON, CPA  
JUDD A. BERKLEY, CPA  
EDWARD D. DEPPMAN, CPA  
MARSHALL J. SAPERSTEIN, CPA  
DAVID A. STEINBERG, CPA  
BARRY A. DRESSLER, CPA  
MELISSE G. BURSTEIN, CPA  
RONALD A. UNGER, CPA  
STUART ROHATINER, CPA  
STEVEN A. MOSES, CPA  
ANITA H. WONG, CPA  
MARK S. KOONDEL, CPA  
BRYAN A. ROSENFELD, CPA  
PHILIP D. KNAPP, CPA  
GRACE M. CHUNG, CPA  
STEVEN C. VOGEL, CPA  
JASON A. BROWN, CPA  
ALEJANDRO DE LA VEGA, CPA

MIAMI BEACH OFFICE  
666 SEVENTY-FIRST STREET  
MIAMI BEACH, FLORIDA 33141

DADE: (305) 868-3600  
BROWARD: (954) 522-3202  
PALM BEACH: (561) 833-9573  
ORLANDO: (407) 843-1159  
TOLL FREE: 1-888-868-5585  
TOLL FREE FAX: 1-800-880-1862  
FAX: (305) 864-6740  
www.gprco-cpa.com

REPLY TO: MIAMI BEACH OFFICE



BOCA RATON OFFICE  
By ONE BOCA PLACE  
SUITE 324A  
2255 GLADES ROAD  
BOCA RATON, FLORIDA 33431  
TEL: (561) 392-9059  
FAX: (561) 997-9392

MEMBERS  
AMERICAN INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS  
FLORIDA INSTITUTE OF  
CERTIFIED PUBLIC ACCOUNTANTS

December 15, 2006

VIA FACSIMILE: (561) 687-1110

Gary Williams, PE  
Project Manager/Vice President  
Wantman Group, Inc.  
2035 Vista Parkway, Suite 100  
West Palm Beach, FL 33411

Re: Palm Beach County Roadway Improvement  
Australian Avenue Study  
Project #2005502 Banyan Boulevard to 45<sup>th</sup> Street

Dear Gary,

Thank you for including our Firm as a part of your team. Enclosed are the hourly rates we are currently charging for assignments with Palm Beach County:

Partners	\$ 165.00 per hour
Managers	\$ 120.00 per hour
Staff	\$ 90.00 per hour

We have performed a cursory aerial analysis/business identification retrieval search for the seven intersections considered the project area based on the basic information provided by your firm. Within the corner property sites associated with the study area are approximately 29 businesses, residential properties several Palm Beach County government facilities and one church. Once we are supplied with Right-of Way Maps showing the proposed parcel takings among the alternatives, we will be able to determine the actual number of businesses associated with each alternative. We estimate that the

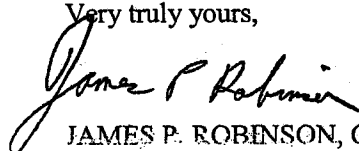
Gary Williams, PE  
Project Manager/Vice President  
December 15, 2006  
Page 2

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initial preliminary work anticipated should not exceed \$15,000. Should the anticipated scope of the assignment change, we will immediately notify you of the need for a supplemental. We will be available to provide consultation and attend meetings as required.

Should you have any questions, please call Jorge Moreno or myself.

Very truly yours,

  
JAMES P. ROBINSON, CPA/ABV



**MOYAL, FLANIGAN, KATZ, RAYMOND &  
SHEEHAN, P.A.**

**MOYLE, FLANIGAN, KATZ, RAYMOND, WHITE & KRASKER, P.A.**  
ATTORNEYS AT LAW

Office Address:  
625 North Flagler Drive - 9<sup>th</sup> Floor  
West Palm Beach, Florida 33401-4025

Post Office Delivery:  
P.O. Box 3888  
West Palm Beach, Florida 33402-3888

Telephone: (561) 659-7500  
Facsimile: (561) 659-1789

CHARLES W. MILLAR  
DEVELOPMENT PLANNER  
Direct Line: (561) 822-0333  
E-mail: cmillar@moylelaw.com

Tallahassee Office  
(850) 681-3828  
Wellington Office  
(561) 227-1560

February 9, 2007

**VIA ELECTRONIC MAIL**

Gary Williams, P.E.  
Project Manager/Vice President  
Wantman Group, Inc.  
2035 Vista Parkway, Suite 110  
West Palm Beach, FL 33411

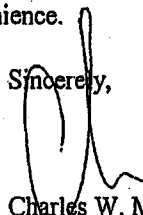
**RE: Palm Beach County Project No. 2005502  
Australian Avenue - Banyan Blvd. to 45th Street  
Proposal for Fees and Costs**

Dear Gary:

Please excuse the belated response. Pursuant to your request, please allow this correspondence to serve as my estimated time for fees and costs for the above-captioned project. I have predicated my time estimate pursuant to your firm's Scope of Services which you have previously provided. I have estimated my fees and costs for this Project to be approximately 50 hours at \$175.00 an hour or approximately \$8,750.00. I trust this provides you with the information you have previously requested.

I look forward to working with you and our Development Team on this exciting project. Should you have any questions, or require any additional information with respect to the above, please feel free to contact me at your convenience.

Sincerely,

  
Charles W. Millar, Jr.  
Development Planner

CWM/djr

**EXHIBIT "C"**

Project: Australian Avenue from Banyan Blvd. to 45<sup>th</sup> Street

Project No.: 2005502

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**

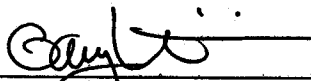
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, 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.

  
\_\_\_\_\_  
Gary Williams P.E., Project Mgr. / Sr. Vice President

**CONFLICT OF INTEREST DISCLOSURE FORM**

ENGINEER represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

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(Attach additional sheets as needed.)

ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County.

ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that ENGINEER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the ENGINEER.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of ENGINEER would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the ENGINEER shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by Gary Williams, P.E., as

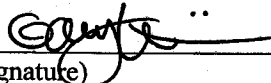
(Name of Individual)

Project Manager / Senior Vice President, of Wantman Group, Inc.

(Title/Position)

(Firm Name of ENGINEER)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the Consultant on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the Consultant.

  
(Signature)

4/30/07  
(Date)

DISCLOSURE OF OWNERSHIP INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER,  
OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Gary Williams, hereinafter referred to as "Affiant," who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant appears herein as:

an individual or  
 the Senior Vice President of Wantman Group, Inc.

[position—e.g., sole proprietor, president, partner, etc.] [name & type of entity—e.g., ABC Corp., XYZ Ltd. Partnership, etc.].  
The Affiant or the entity the Affiant represents herein seeks to do business with Palm Beach County through its Board of County Commissioners.

2. Affiant's address is: 2035 Vista Parkway, Suite 100  
West Palm Beach, FL 33411

3. Attached hereto as Exhibit "A" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater interest in the Affiant's corporation, partnership, or other principal. Disclosure does not apply to nonprofit corporations, government agencies, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

4. Affiant acknowledges that this Affidavit is given to comply with Palm Beach County policy, and will be relied upon by Palm Beach County and the Board of County Commissioners. Affiant further acknowledges that he or she is authorized to execute this document on behalf of the entity identified in paragraph one, if any.

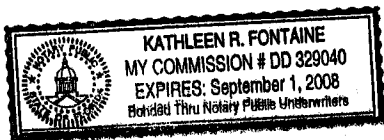
5. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

6. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

Gary Williams  
Gary Williams, Affiant  
(Print Affiant Name)

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of April, 2007, by Gary Williams,  who is personally known to me or  who has produced \_\_\_\_\_ as identification and who did take an oath.



Kathleen R. Fontaine  
Notary Public  
Kathleen R. Fontaine  
(Print Notary Name)  
State of Florida at Large  
My Commission Expires: 9/1/08

EXHIBIT "A"

DISCLOSURE OF OWNERSHIP INTERESTS IN AFFIANT

Affiant must identify all entities and individuals owning five percent (5%) or more ownership interest in Affiant's corporation, partnership or other principal, if any. Affiant must identify individual owners. For example, if Affiant's principal is wholly or partially owned by another entity, such as a corporation, Affiant must identify the other entity, its address, and the individual owners of the other entity. Disclosure does not apply to any nonprofit corporation, government agency, or to an individual's or entity's interest in any entity registered with the Federal Securities Exchange Commission or registered pursuant to Chapter 517, Florida Statutes, whose interest is for sale to the general public.

Name

Address

Joel Wartman - 2035 Vista Pkwy., WPB, FL 33411

David Wartman - 2035 Vista Pkwy., WPB, FL 33411

Robin Petzold - 2035 Vista Pkwy., WPB, FL 33411

Gary Williams - 2035 Vista Pkwy., WPB, FL 33411

David Brobst - 2035 Vista Pkwy., WPB, FL 33411

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**EXHIBIT "D"**



04/17/2007

Engineering & Public Works Roadway Production  
**PARTICIPATION FOR MWBE/SBE CONSULTANTS**  
 Contract

Project Name: Australian Avenue from Banyan Blvd. to 45th

Project No.: 2005502

Prime Consultant: Wantman Group, Inc.

Prime Contact Person:

Telephone No.: (561) 687-2220

Resolution Date: 06/05/2007

Res #: R2007-

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
Bridge Design Associates, Inc. 2035 VISTA PKY STE 200 WEST PALM BEACH, FL 33411 (561) 686-3660	Structural (Bridge)	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	73,970.30
Brown & Phillips, Inc. 901 NORTHPOINT PKY STE 305 WEST PALM BEACH, FL 33407 (561) 615-3988	Surveyor	MWBE	0.00	0.00	0.00	0.00	
		SBE	55,876.95	0.00	0.00	0.00	0.00
Emerge Consulting, Inc. 1665 PALM BEACH LAKES BLVD. STE 520 WEST PALM BEACH, FL 33401 (561) 683-2221	Public Relations	MWBE	0.00	0.00	0.00	0.00	
		SBE	17,900.00	0.00	0.00	0.00	0.00
Jenkins Appraisal Services, Inc. 5730 CORPORATE WAY STE 120 WEST PALM BEACH, FL 33407 (561) 640-4059	Appraiser	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	15,000.00	0.00
Pinder Troutman Consulting, Inc. 5114 OKEECHOBEE BLVD STE 210 WEST PALM BEACH, FL 33417 (561) 296-9698	Traffic Studies	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	7,597.05	0.00

Engineering & Public Works Roadway Production

04/17/2007

**PARTICIPATION FOR MWBE/SBE CONSULTANTS**

**Contract**

Tierra, Inc. 2765 VISTA PKY STE 10 WEST PALM BEACH, FL 33411 (561) 687-8536	Geotechnical	MWBE	0.00	18,150.00	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	0.00
		<b>Total MWBE</b>	<b>0.00</b>	<b>18,150.00</b>	<b>0.00</b>	<b>0.00</b>	
		<b>%</b>		<b>4.98</b>			
		<b>Total SBE</b>	<b>73,776.95</b>	<b>0.00</b>	<b>0.00</b>	<b>22,597.05</b>	<b>73,970.30</b>
		<b>%</b>	<b>20.27</b>			<b>6.20</b>	<b>20.32</b>
<b>Total Contract Amount of Authorization</b>							<b>363,963.38</b>

**EXHIBIT "E"**

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

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

2035 Vista Parkway, Suite 100, West Palm Beach, Florida 33411  
(ADDRESS)

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

**CONTACT PERSON & TITLE:**

FROM: Bridge Design Associates, Inc.  
SUB-CONSULTANT (Prime if SBE or M/WBE)

2035 Vista Parkway, Suite 200, West Palm Beach, Florida 33411  
(ADDRESS)

561-686-3660    561-686-3664  
(TELEPHONE No.)    (FAX No.)

CONTACT PERSON: Brian C. Rheault, P.E.

TITLE: President    EMAIL: bridgebdd@aol.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: Structural (Bridge)

2. \*\* SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT :    20.32 %

*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: Australian Avenue from Banyan Boulevard to 45<sup>th</sup> Street

Project No.: 2005502

BRIDGE DESIGN ASSOCIATES, INC.  
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Brian C. Rheault, P.E., President  
(PRINT NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY:     4/24/04  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)    (DATE)

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

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

2035 Vista Parkway, Suite 100, West Palm Beach, Florida 33411  
(ADDRESS)

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

CONTACT PERSON & TITLE:

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

901 Northpoint Parkway, Suite 305, West Palm Beach, Florida 33407  
(ADDRESS)

561-615-3988                                  561-615-3986  
(TELEPHONE No.)                                  (FAX No.)

CONTACT PERSON: John E. Phillips III, P.L.S.

TITLE: Principal                                  EMAIL: john@brown-phillips.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: Land Surveying

2. \*\* SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 15.35 %

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: Australian Avenue from Banyan Boulevard to 45<sup>th</sup> Street                                  Project No.: 2005502

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

John E Phillips III (PRES)  
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: John E Phillips                                  4/26/07  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)                                  (DATE)

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

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

2035 Vista Parkway, Suite 100, West Palm Beach, Florida 33411  
(ADDRESS)

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

**CONTACT PERSON & TITLE:**

FROM: Emerge Consulting, Inc.  
SUB-CONSULTANT (Prime if SBE or M/WBE)

1665 Palm Beach Lakes Boulevard, Suite 520, West Palm Beach, Florida 33401  
(ADDRESS)

561-683-2221 561-683-2226  
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Tammy Thomas-Anthony

TITLE: President EMAIL: ttanthony@emergeconsultingcorp.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: Public Relations Services

2. \*\* SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 4.92 %

*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: Australian Avenue from Banyan Boulevard to 45<sup>th</sup> Street

Project No.: 2005502

Emerge Consulting, Inc.  
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Tammy Thomas-Anthony, President  
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY:  04/26/07  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

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

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

2035 Vista Parkway, Suite 100, West Palm Beach, Florida 33411  
(ADDRESS)

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

**CONTACT PERSON & TITLE:**

FROM: Jenkins Appraisal Services, Inc.  
SUB-CONSULTANT (Prime if SBE or M/WBE)  
5730 Corporate Way, Suite 120, West Palm Beach, Florida 33407  
(ADDRESS)  
561-640-4059 561-640-8183  
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Diane Jenkins, MSA

TITLE: State Certified General Real Estate Appraiser, #1188 EMAIL: diane@jenkinsappraisal.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: Appraisal / Real Estate Services

2. \*\* SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 4.12 %

*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: Australian Avenue from Banyan Boulevard to 45<sup>th</sup> Street

Project No.: 2005502

Jenkins Appraisal Services, Inc.  
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Diane Jenkins, President  
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: Diane Jenkins 4-27-07  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

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

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

2035 Vista Parkway, Suite 100, West Palm Beach, Florida 33411  
(ADDRESS)

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

**CONTACT PERSON & TITLE:**

FROM: Pinder Troutman Consulting, Inc.  
SUB-CONSULTANT (Prime if SBE or M/WBE)

5114 Okeechobee Boulevard, Suite 210, West Palm Beach, Florida 33417  
(ADDRESS)

561-296-9698  
(TELEPHONE No.)

561-296-9699  
(FAX No.)

CONTACT PERSON: Andrea M. Troutman

TITLE: President EMAIL: atroutroutman@pindertroutman.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: Traffic Analysis Services

2. \*\* SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT: 2.08 %

*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: Australlan Avenue from Banyan Boulevard to 45<sup>th</sup> Street

Project No.: 2005502

Pinder Troutman Consulting, Inc.  
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Andrea M. Troutman, P.E., President  
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY:

  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE)

4/27/07  
(DATE)



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

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

2035 Vista Parkway, Suite 100, West Palm Beach, Florida 33411  
(ADDRESS)

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

CONTACT PERSON & TITLE:

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

2765 Vista Parkway, Suite 10, West Palm Beach, Florida 33411  
(ADDRESS)  
561-687-8536 561-687-8570  
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Raj Krishnasamy, P.E.

TITLE: Principal Geotechnical Engineer / 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 : 4.98 %

*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: Australian Avenue from Banyan Boulevard to 45<sup>th</sup> Street

Project No.: 2005502

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: [Signature] 4/26/07  
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

Client#: 5436

WANTGRO3


<b>ACORD™ CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 04/26/07
<b>PRODUCER</b> 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.	
<b>INSURED</b> Wantman Group, Inc. 2035 Vista Parkway Suite 100 West Palm Beach, FL 33411-2719	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A: <b>United States Fidelity &amp; Guaranty</b>	<b>25887</b>
	INSURER B: <b>St. Paul Fire &amp; Marine Insurance Co</b>	<b>24767</b>
	INSURER C: <b>XL Specialty Insurance Company</b>	<b>37885</b>
	INSURER D: <b>Fidelity &amp; Guaranty Ins Underwriters</b>	<b>25879</b>
	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	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <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"/> PROJ-ECT <input type="checkbox"/> LOC	BK01925885	10/18/06	10/18/07	EACH OCCURRENCE \$1,000,000 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 - COMP/OP AGG \$2,000,000
D		AUTOMOBILE LIABILITY <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 GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BA02166306	10/10/06	10/10/07	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BW02194629	09/18/06	09/18/07	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER 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.**  
**Professional Liability RETRO DATE: 07/01/1991**  
**Professional Liability DEDUCTIBLE: \$50,000 per claim**  
**Project: Australian Avenue-Banyan Boulevard to 45th Street**  
**(See Attached Descriptions)**

<b>CERTIFICATE HOLDER</b> Palm Beach County Engineering/Public Works Roadway Production Division 2300 North Jog Road West Palm Beach, FL 33411	<b>CANCELLATION</b> 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 Comprehensive General Liability and Auto Liability ONLY. Includes Prior Acts Coverage to Effective Date of the Contract.**

