Agenda Item #: 3-C-1

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS** AGENDA ITEM SUMMARY

Meeting Date:

July 21, 2009

[x] Consent

Workshop

Regular

[]**Public Hearing**

Department:

Submitted By:

Submitted For:

Engineering & Public Works Department

Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: An Agreement in the amount of \$193,333.82 with Wantman Group, Inc. for professional services.

SUMMARY: Approval of this Agreement will provide the professional services necessary for the preparation of a preliminary study for Community Drive and Military Trail Intersection Improvements.

District 2 (PK)

Background and Justification: On October 8, 2008, the Consultant's Competitive Negotiations Act (CCNA) Selection Committee selected Wantman Group, Inc. (WGI) and, in accordance with PPM No. CW-O-048, the Board of County Commissioners (Board) was notified of the selection on November 4, 2008. Palm Beach County now desires WGI to provide the professional services necessary for the preparation of a preliminary study for the Community Drive and Military Trail Intersection Improvements project. The Small Business Enterprise (SBE) goal for the project is 15.0%. The SBE participation committed for the project by WGI is 40.0% overall. The fee, as detailed in Exhibit "B" of the attached Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum) \$116,968.82

(Preliminary Study).

Reimbursable Expenses (Not to Exceed).... \$ 76,365.00

(Survey, Environmental,

Right-of-Way Team, and Reproduction).

Total:

\$193,333.82

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

Attachments:

- 1. Location Map
- 2. Agreement with Exhibits and Certificate of Insurance (2)
- 3. Project Work Schedule

Recommended by:

Division Director

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II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years Capic Expenditures Operating Costs External Revenues Program Income (County) In-Kind Match (County) NET FISCAL IMPACT	2009 \$270,669 -0- -0- -0- -0- \$270,669	2010 -0- -0- -0- -0- -0-	2011 -0- -0- -0- -0- -0- -0-	2012 -0- -0- -0- -0- -0-	2013 0- 0- 0- 0- 0-
# ADDITIONAL FTE POSITIONS (Cumulative)	-				
Is Item Included in Current	Budget?	Yes	<u>x</u>	No .	

Is Item Included in Current Budget? Yes X No ...

Budget Acct No.: Fund 3502 Dept. 361 Unit 1143 Object 6505

Program

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

Road Impact Fee Fund - Zone 2 Community Dr & Military Intersection Imp

Authorization - Basic Services - Reimbursables Authorization Staff Costs	\$116,968.82 \$ 76,365.00 \$193,333.82
-Roadway Production -Right of Way -Engineering Services -Traffic Fiscal Impact	\$ 38,667.00 \$ 9,667.00 \$ 9,667.00 \$ 19,334.00 \$270,668.82

C.	Departmental Fiscal Review:	aprillhite
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III. REVIEW COMMENTS

A. OFMB F	iscal and	d/or Contract Dev. and	d Control Comments:
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()	OFMB	CN 129 109	Contract Dev and Control
		W	14/89

B. Approved as to Form and Legal Sufficiency:

- 7/0/0

Assistant County Attorney

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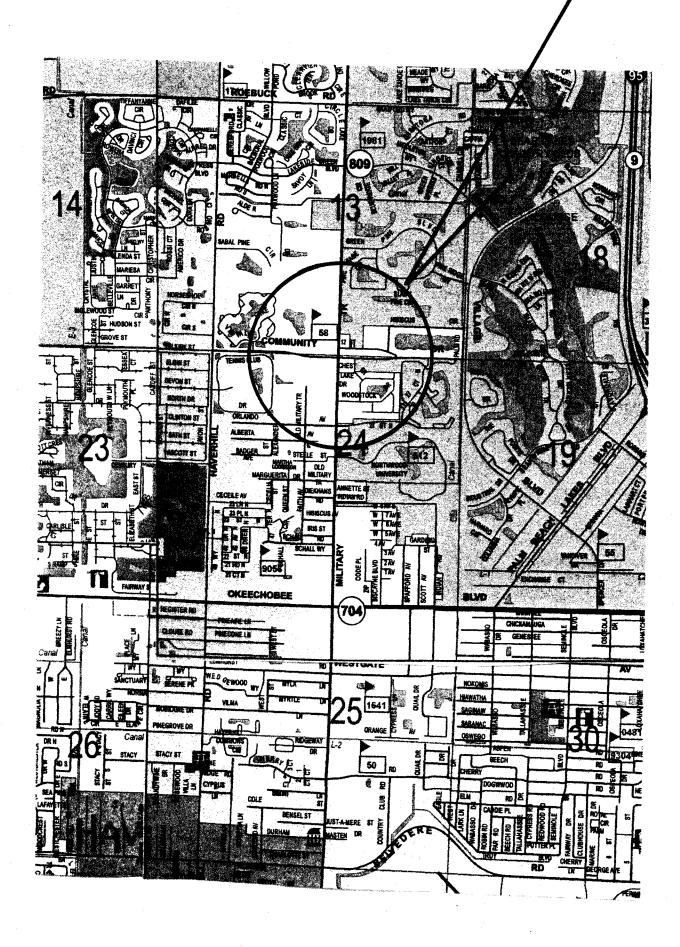
C. Other Department	Review:
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Department	Director
han entionic	DIFFER

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

COMMUNITY DRIVE AND MILITARY TRAIL INTERSECTION IMPROVEMENTS

PALM BEACH COUNTY PROJECT NO. 2004525



ATTACHMENT 2

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

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. Plans shall be based on the North American Datum of 1983 (NAD 83) 1990 Adjustment and the North American Vertical Datum of 1988 (NAVD 88). 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 and Adobe PDF 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.
- 1.1.5 The CONSULTANT shall provide to the COUNTY all cost summaries/estimates and "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 "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

- 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 \$116,968.82 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 \$76,365.00 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
- 5.1.6. 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. <u>DISCLOSURE AND OWNERSHIP OF DOCUMENTS</u>

- 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. <u>Insurance</u>

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 <u>Commercial General Liability</u>

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 "ccurrence" 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 2300 N. Jog Road, 3rd Floor West Palm Beach, FL 33411-2745

7.4.8 <u>Umbrella or Excess Liability</u>

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. <u>Indemnification</u>

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 or 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 COUNTY.

- 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

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 40.0% 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: Truth in Negotiation, Prohibition Against Contingent Fees & Public Entity Crimes Statements, Conflict of Interest Disclosure Form, Disclosure of Ownership Interests Form (if applicable).

- 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.

SECTION 11 - ARREARS

The CONSULTANT shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

SECTION 12 - NONDISCRIMINATION

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, sexual orientation, gender identity and expression.

SECTION 13 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY's representative upon request.

IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day and year first above written. OWNER: **CONSULTANT:** Palm Beach County, Florida Wantman Group, Inc. BY ITS BOARD OF COMMISSIONERS: BY:_ BY: John F. Koons, Chairman David Wantman, SEAL ATTEST WITNESS: Sharon R. Bock, Clerk & Comptroller Circuit Court (Deputy Clerk) APPROVED AS TO TERMS AND CONDITIONS: (Signature) APPROVED AS TO FORM &

LEGAL SUFFICIENCY:

Assistant County Attorney

F:\ROADWAY\CCNA\2004\2004525\PROJECT\Wantman\Standard Roadway Agreement.doc

BY:

EXHIBIT "A"

or as to be super of 13/09

COMMUNITY / MILITARY
INTERSECTION IMPROVEMENT
STUDY

PALM BEACH COUNTY PROJECT NO. 2004525S

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
Cert. No. 6091

January 16, 2009

Revised: 3/26/09, 5/12/09

SCOPE OF SERVICES

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May 12, 2009

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SCOPE OF SERVICES

Community Drive / Military Trail - Intersection Improvements

Palm Beach County Project Number: 2004525S

May 12, 2009

I. DESCRIPTION

The Community Drive Preliminary Study involves intersection improvements at Military Trail, a distance of approximately 0.5 miles.

Community Drive is a 5-lane undivided urban facility within the project limits. This project consists of studying improvements to Community Drive as a 6-lane divided urban roadway within the project limits. Specific improvements considered will include adding one additional left turn lane in each direction, the addition of a curbed median, appropriate stormwater management facilities, signal modifications, traffic volume analysis of the intersection, geotechnical analysis, survey and analysis of the existing Right-of-Way (R/W) and proposed R/W needs.

II. OBJECTIVES

The project will be addressed in two phases. In Phase I (Study), Wantman Group, Inc. and its subconsultant partners (Study Team) will complete a Preliminary Study. If authorized, Phase II (Final Design) will include the final design and preparation of a complete set of construction plans and specifications for 6-laning improvements within the specified project limits. Elements of work will include:

- > 1. Typical Section Development
 - 2. Alignment & Right-of-Way Acquisition Analysis
- 3. Preliminary Drainage Analysis
- 4. Environmental Evaluation
- 5. Roadway Lighting Analysis (NOT REQ'D)
- ➤ 6. Traffic Data (PROVIDED BY PBC)
- > 7. Utility Identification & Coordination
- > 8. Geotechnical Services
- 9. Survey Services
- > 10. Structural Analysis (NOT REQ'D FOR PHASE I)
- 11. Signal Evaluation

- > 12. Aerial Photography
- > 13. Right-of-Way Evaluation Team
- ▶ 14. Miscellaneous Agency Coordination
- ▶ 15. Project Study Deliverables

III. SCOPE OF SERVICES

The services to be provided within the limits of the Scope of Services shall address items 1 through 17 in Section II in accordance with the Palm Beach County Thoroughfare Road Design Procedures, February 2006, and the latest State criteria, as applicable and as expanded below.

A. PRELIMINARY STUDY (PHASE I)

The Preliminary Study (Phase I) will evaluate the addition of turn lanes at Military Trail and impacts to the existing R/W within the project limits. This effort will include one final centerline that will be based on the existing 80' wide corridor. However, at the intersection of Military Trail, alignment shifts to the south will be evaluated to minimize impacts to the north in critical areas. Three alignments will be analyzed during the study phase; recommended final alignment will be presented in the report. This phase will include a Master Plan Submittal; some additional information will be included beyond that which is normally provided in a Master Plan Submittal. More specifically this phase includes the following:

1. Typical Section Development

The Palm Beach County 6-lane urban typical section will be modified to reduce impacts and to constrain construction to within either a 90' or a 110' wide corridor. Based on County direction, two typical sections will be considered. The first typical section will be comprised of 6-11' travel lanes, a 7' raised median, and 6' sidewalks constructed adjacent to the back of curb. The second typical section will include exclusive right turn lanes. No other typical sections will be evaluated or considered during the Preliminary Study Phase. Paved shoulders will be evaluated for both typical sections and included to determine impacts to the surrounding parcels. A R/W width of 90' on the west approach and 110' on the east approach is anticipated for the final alignment.

2. Alignment & Right-of-Way Acquisition Analysis

The existing Community Drive corridor will be evaluated to create the optimum roadway centerline. Exhibits will be prepared on a raster imagery aerial base map (1"=40' scale) and include the approved centerline, previously described, based off optimizing the existing and proposed R/W. These plan sheet exhibits will include the following information: edges of pavement, curb lines, other roadway design

features, proposed centerline of construction, existing and proposed R/W lines and temporary construction easements (if required).

R/W evaluations will include anticipated impacts from the construction of a 6-lane urban typical section in a 90' wide and 110' wide corridor. Existing and proposed R/W lines and limits of construction will be depicted on the Preliminary Phase exhibits along with any temporary construction easements that may be required. Line of sight (14.5' sight triangle) will also be evaluated for all driveways and line of sight easements will be depicted as required.

An exhibit of the expanded intersection at Military Trail will include proposed EOPs, curb, sidewalk and other typical roadway features to define the proposed intersection improvements. Improvements to Military Trail are not required. Also, access management will be evaluated and U-turn movements analyzed within the project limits.

Full cross sections will be developed at 100' intervals to 25' beyond the proposed R/W to evaluate the proposed impacts that result from implementing the 6-lane and/or 7-lane typical section. Cross sections will include, but not be limited to, the following elements: existing ground line (with existing pavement boxes), the proposed fill or cut slope from behind the sidewalk to existing grade, existing and proposed R/W lines and temporary construction easements. It is anticipated that the existing roadway vertical geometry will remain unchanged for this study.

Cost estimates that include land acquisition costs, roadway costs and utility relocations will be prepared to assist with the determination of the final alignment and proposed R/W. The R/W Evaluation Team will provide land acquisition costs. Further discussion regarding their effort can be found in section 12.

3. Preliminary Drainage Analysis

A preliminary stormwater management analysis will be completed and include potential locations of viable stormwater management facilities including the feasibility of exfiltration trenches. This will include initial contacts with SFWMD, NPBCID and Palm Beach County Environmental Resource Management (ERM), as necessary. Two drainage maps (1"=200") will be assembled for each existing basin that Community Drive lies within.

Wetland impacts will not be evaluated as part of the Study.

Palm Beach County will provide the soil percolation rate(s) for use in determining preliminary exfiltration needs.

4. Environmental Evaluation

During the Preliminary Study Phase the Study Team will research Palm Beach County's ERM database for potential contamination sites within the study area. In addition, a Phase I Environmental Site Assessment (ESA) will be conducted by Tierra. Findings from this research will be included in the final Summary Report.

5. Roadway Lighting Analysis

Lighting Analysis is not required and will therefore not be included in the Preliminary Study.

6. Traffic Data

The Palm Beach County Traffic Division will provide lane configurations for the east and west approaches of Community Drive. Additionally, they will provide any other traffic data deemed necessary for the successful completion of the study.

7. <u>Utility Identification & Coordination</u>

Utility coordination services will include identification of existing utilities utilizing Sunshine State One Call of Florida (SSOCOF) and previously completed roadway plans on Community Drive and Military Trail. One set of conceptual plans will be submitted to Palm Beach County (PBC) for distribution to the utility companies. Utility company "red-lined" plans received from the PBC distribution will be used to plot utility information on the conceptual roadway plans.

8. Geotechnical Services

Tierra South Florida Inc. (TSF) will provide Phase I Environmental Site Assessments as outlined in their attached Scope of Services during the Study Phase. TSF will provide all other necessary Geotechnical Services as required for Phase II (Final Design).

9. <u>Survey Services</u>

Brown & Phillips Inc. (B&P) will provide Survey Services as detailed in their attached Scope of Services. Title work on properties located within the project corridor will be completed by PBC.

10. Structural Analysis

Bridge Design Associates (BDA) will provide Structural Analysis of the signal pole, mast arm, and signal head configurations determined as required for Phase II (Final Design).

11. Signal Evaluation

The existing signal pole, mast arm, signal head locations at the intersection of Community Drive and Military Trail will be evaluated using the approved typical sections and recommended horizontal

alignment. The purpose of this evaluation will be to determine what elements of the existing signal can be reused for the proposed condition.

12. Aerial Photography

Aerial photography for the entire corridor will be provided by PBC and will be suitable for output at 1"=40' and 1"=200'.

13. Right-of-Way Evaluation Team

The Preliminary Study Phase will include the use of a R/W Evaluation Team to provide guidance in the areas of planning, appraisals, business damages and market analysis. It is anticipated that one site visit by the Team will be sufficient during this phase. Team members will review the roadway plans prepared during this phase and in conjunction with their site visit, findings and recommendations will be compiled into a draft Summary Report.

14. Miscellaneous Agency Coordination

It is anticipated that coordination will be required with the following during project development and analysis:

- PBC Engineering & Public Works (PBC)
- PBC Environmental Resource Management (ERM)
- Florida Department of Transportation (FDOT) District IV
- South Florida Water Management District (SFWMD)
- Northern Palm Beach County Improvement District (NPBCID)
- Jewish Community Center (JCC)

Two meetings with the Jewish Community Center to coordinate any potential modifications to their existing entrance on Community Drive will be included in the scope.

All pertinent coordination with the various agencies will be included in the Project Summary Report.

15. Project Study Deliverables

Project Study findings will be prepared and compiled into a Project Summary Report. The report will include calculations, documentation, written summaries and recommendations related to Items 1 through 14 as identified in Section II and other pertinent information developed as part of the project study effort. The report will also contain the Environmental Technical Memorandum developed as part of the environmental evaluation.

Conceptual roadway plans (1"=40' scale, utilizing PBC aerial raster background) will be prepared to depict proposed widening improvements

as developed off approved Typical Sections as identified in Section III.A.1 and intersection geometry as identified in Section III.A.2.

The final conceptual plans using the recommended alignment will consist of the following:

- Key Sheet
- Drainage Maps
- Typical Section Sheets
- Conceptual Roadway Plan Sheets
- Cross Sections (100' intervals & driveway locations)

The conceptual roadway plans sheets will depict roadway widening improvements, potential drainage improvements, existing drainage structures, pavement markings, roadway signs requiring independent design, existing and proposed R/W.

Engineer's estimate of construction costs will be developed based on the conceptual roadway plans and shall include roadway improvement costs. Cost estimates will be developed for the two Typical Sections as identified in Section III.A.1.

Areas of R/W impact will be summarized in the Project Summary Report. Additionally, R/W acquisition costs will be included as part of this study.

B. FINAL ROADWAY DESIGN (PHASE II)

If requested by Palm Beach County and as additional services, Phase II will be negotiated at the conclusion of the Preliminary Study (Phase I) and will include a complete set of roadway plans, specifications and permits required for construction.

IV. REIMBURSABLE EXPENSES

The Study Team will be reimbursed for all printing services related to project milestones and submittals and as outlined in this Scope of Services.

Survey, Geotechnical Engineering, Environmental Evaluation and members of the R/W Task Team mentioned in this Scope of Services are also reimbursable expenses.

V. GENERAL REQUIREMENTS FOR WORK

A. STUDY TEAM'S SCHEDULE OF ACTIVITIES

The Study 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 Study Team will allow four (4) weeks review time for the Initial Study Submittal.

B. Phase Reviews

The Initial Submittal will include the following:

- □ Four (4) copies of the Project Summary Report,
- □ Six (6) sets of 11"x 17" Conceptual Roadway Plans, and
- □ Four (4) copies of design documentation

In addition, up to ten (10) sets of 11"x17" plans will be provided for utility coordination during the Preliminary Phase. Subsequent plan submittals will be reproduced by the county for utility coordination purposes.

The Final Submittal will include the following:

- □ Four (4) copies of the Project Summary Report,
- □ Six (6) sets of 11"x 17" Conceptual Roadway Plans,
- □ Four (4) copies of design documentation,
- Responses to comments, and
- One (1) copy of all design files on CD

VI. COUNTY RESPONSIBILITIES

The County shall provide the Study 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 Study 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 or of any errors, omissions or inconsistencies in the study documents or specifications, the County shall give prompt notice to the Study Team.

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

The County shall designate in writing a representative or representatives 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

The Basic Services outlined as Phase I will be completed within nine (9) months from the Letter of Authorization.

EXHIBIT "B"

FEE ESTIMATE

Master Summary - Estimate of Work Effort & Fee Proposal

PBC Project No.: 2004525S WGI Project No.: 208871.00 Job Description: Community Drive / Military Trail - Intersection Improvement Study

Consultant: WANTMAN GROUP, INC.
Date Prepared: May 12, 2009
From: 1300' West of Military Trail
To: 1300' East of Military Trail
Length: 0.5 Miles

			7								Length: 0.5 Mi	les		
Work Element / Activity	Project Manager			Senior Engineer			gineer	Senior CADD		,	Total Staff			
TOTA LIBITION / MUSTRY	Staff	Hourty	 	Staff	Hourh	Staff	Hourty	+	Technician Staff Hourly			Hours Salary Cost By Acti		
	Hours	Rate		Hours	Rate	Hours	Rate	Hours	Rate		Acti	' 1		
A. PRELIMINARY STUDY (PHASE I)	236	\$50.94		188	\$47.41	377	\$38.20	141	\$25.91		94	2	\$38,989.83	
		-												
Totals	236	\$50.94	0.,	188	\$47.41	377	\$38.20	141	\$25.91		94:		\$38,989.63	
Total Burdened Salary C		، احرن	84	#8 G	3.04		101, 4		3,653	5.31				
. PRELIMINARY STUDY (PHASE I)	XXID DI AU	\$118,98	3.82			Total Act 1.) Overfi a.) Com		y Costs ives ninistrativ	tations e & Genera ! (limited to	PBC maxir	mum) 167.85	7%	\$38,989.63 \$65,446.82	
Total		\$116,966	.82			Subtotal	(Sataries +	+ Combi	ned Overhe	ed + FCCN	M)	,	× \$104,436.45	
Subconsultant Brown & Phillips, Inc.	Fees	_		1			,	000		. , , ,	* 1,		* \$104,436.45	
Pinder Troutman		\$22,570.				2.) Орега	ting Margir	n Cost (F	ixed Fee;		12%		\$12,532.37	
Tierra South Florida, Inc.						(limited to PBC maximum) Subtotal (Burdened Salaries + Operating Margin								
Bridge Design Associates		\$0.00	-	ļ			Continuo	Seigues	+ Operating	y Margin			\$116,968.82	
Jenkins Appraisal Services, Inc. John R. Moreland & Associates		\$10,000.				BASIC L	UMP SUI	M FEE (WGI)				\$116,968.82	
Gerson, Preston, Robinson and Company, Inc.		\$8,400.0 \$16,000.0	-	1										
Urban Design Kilday Studios		\$13,600.					UMP SU						\$116,968,82	
]			RSABLE		SES					
Total	-	\$74,070.0	10	İ			Fees (WGI uction (WG					`	\$0.00	
						3) Subcon		31)					\$2,295.00	
Permit Fees SFWMD - General Permit	ì				1	a)	Brown &	Phillips, i	Inc.			•	\$22,570.00	
SPWMD - General Permit NPBCID - General Roadway Permit		\$0.00 \$0.00					Pinder Tr					Α.	\$0.00	
FDOT (District IV) - Drainage Connection Permit		\$0.00					Tierra So					`	∽ \$3,500.00	
FDOT (District IV) - General Use Permit		\$0.00			1		Bridge De			_		_ \	\$0.00	
									Services, In & Associate				\$10,000.00	
Total		\$0.00			1				a vesociale Sobinson an		n, Ina		\$8,400.00 \$16,000.00	
					İ		Urban Des			u compan	iy, iiic.	()	\$16,000.00 * \$13,600.00	
x 2,999°1	1 ~	^				OTAL R	EIMBUR	SABLE	EXPENSE	s		$\overline{}$	\$76,365,00	
× 2,499 1	9 1 K	دلاسد	orpre			DDITIO	VAL SER	VICES					\$0.00	
					[OTAL	MAXIM	UM LIA	AITING F	EE		V	\$193,333.82	
	Date											_		

STAFFHOUR SUMMARY

COMMUNITY DRIVE / MILITARY TRAIL INTERSECTION IMPROVEMENT STUDY

Staffhour Estimate

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

Date: May 12, 2005 PBC No: 20045255 WGI No: 200871.00

A. PRELIMINARY PHASE

The state of the s						•
	Scale	Basis of Estimate	No. of Units/Sheets	Staffhours/ Unit/Sheet	Total Staffhours	Comments
CONCEPTUAL PLANS PRODUCTION						
1 Key Sheet	NA	SHT	1	6	В	
2 Drainage Maps	200	SHT	2	14	28	Standard PBC Key Sheet
3 Prepare Typical Section Alternates 4 Prepare Plan Sheets	N/A	SHT	2	8	12	2 Maps - East Besin & West Besin (200-scale)
5 Establish Centerline / Horizontal Geometry	40	SHT	5		40	Modified Standard County typicals only (x2)
6 Prepare Cross Sections	N/A	EA	3	. 14	42	2500'/600' = 5 Sheets (1 Final Alignment) Community - 3 alignments (Incl: Line of Sight Analysis)
7 Driveway Half-Sections	20	EA	25	3	75	2500/100= 25 complete sections (1 alignment)
8 Layout Profile	20	EA	. 9	2	18	9 Sections (1 alignment)
	40	EA	0	. 0	0	NOT REQUIRED
9 Layout Community Expanded Intersection	40	EA	3	34	102	Layout expended intersection on west & east side of Military
10 Conceptual Signal Layout	40	SHT	1	8	8	1 rail (3 angriments = 3 exhibits)
11 Back-of-Sidewalk Profiles	40	LS	0		. 0	1 exhibit based off recommended alignment
12 Compile Summary Report	NA	LS	1	72	72	NOT REQUIRED
COORDINATION						Assemble report and organize findings
1 Coordinate with PBC Engineering	N/A	LS				
2 Coordinate with SFWMD	N/A	LS		32	32	4 meetings x 2 people x 4 hrs (Incl: Meeting Minutes)
3 Coordinate with NPBCID	N/A	LS		8	8	1 meeting x 2 people x 4 hrs (Incl: Meeting Minutes)
4 Coordination with ERM	N/A	LS		8		1 meeting x 2 people x 4 hrs (Incl: Meeting Minutes)
5 Coord. Access Management with PBC Traffic	N/A	LS	1	0 8	. 0	Effort covered by Ph. I Audits
8 Coordination with JCC	N/A	LS		8		1 meeting x 2 people x 4 hrs (Incl: Meeting Minutes)
7 Coordination with Subconsultants	N/A	LS		30		1 meeting x 2 people x 4 hrs (Incl: Meeting Minutes)
PRELIMINARY DRAINAGE STUDY					30	3 subs (Tierra, PTC, & B&P) * 10 hrs ee = 30 hrs
1 Data Collection / Project Research	N/A	LS				
2 Develop Concepts / Sketch		La	1	16	16	Research existing documentation & reports @ WMD & NPBCID; Review existing roadway plans (x2 - 2 8seins)
Contractor / States	N/A	LS	1	40	40	Establish basin boundaries, identify outfall points, exfibration limits, etc. required to permit project w/ WMDs (x2 - 2 Besine)
3 Preliminary Calcs / Documentation	N/A	LS	1	72		Artes, pre-post Q, treat, volumes. Assume no offsite flows. Treatment provided through extilization trench (per Geolech data collected) (x2 - 2 Besins); Stormeswer analysis (capacity for both beains); Editiration Trench analysis (Meat Beain);
UTILITY IDENTIFICATION & COORDINATION				-	·	Outfall pond impacts (East Basin)
1 Identification of Existing UAO's	NA	LS	1	12	12	ID anticipated 10 utility owners through SSOCOF & Edst. Plans
2 Assist PBC with UAO Contacts	N/A	LS	0			pair set prints a coordination via email & telephone
3 Review Utility Markups & Incorporate into	NA			0		NOT REQUIRED
Concept Plans	- NA	LS	1	16	16	Incorporate anticipated 10 UAOs markups in concept plans
MISCELLANEOUS TASKS						
1 Design Documentation and Data Collection	N/A	LS	1	24		
2 Phase I Assessments	N/A	EA	3	3	24	Geometric calca and correspondence QA/QC of Tierra's documentation & coordination (3 Phase I's x
3 Field Reviews	NA	LS				2 ms secn + 3 ms - Coordination)
4 Construction Cost Estimate	NA	EA		12	12	2 trips x 2 people x 3 hrs
5 Lighting Analysis	N/A	LS	3	24		3 estimates (3 alignments that include shoulder evaluation within each option)
	100	LS	0	0		NOT REQUIRED
RIGHT-OF-WAY EVALUATION TEAM 1 Field Reviews						
2 Mostings	N/A	EA	1	16	16	1 x 2 caccola y 8 has final bloody - No.
	NA	EA	1	16	16	1 x 2 people x 8 hrs (Incl: Meeting Minutes & Documentation) 2 x 2 people x 4 hrs (Incl: Meeting Minutes)
3 Prepare Alternative Statishes & Cure Plans	20	EA	18	6		Assume 18 percels to prepare cure place & impact sketches for
4 Yearn Oversight	NA	LS	1	32		4 subs (Jenkins, Robinson, Moreland, UDS (Giday) * 8 hrs as -
PRELIMINARY PHASE TOTAL			<u> </u>	32	32	32 hrs (for the 9 month schedule)
) 942	
Mode: Plan Charles will be a service of						

Note: Plan Sheets will include the following information only Centerline of construction Roadway improvements, edge of pavements, curb lines, etc Existing RVW lines.

Temporary Construction Essements (TCE)

Note: Cross sections will be completed in their entirety and will depict all necessary information for R/W evaluation. In addition, sections will show existing and propose rive and TCE lines, if required.

REIMBURSABLE EXPENSES

COMMUNITY DRIVE / MILITARY TRAIL INTERSECTION IMPROVEMENT STUDY

Reimbursable Expense Summary

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

Date: May 12, 2009 PBC No: 2004525S WGI No: 208871.00

	COP	IES (11"x17'	')		
AGENCY Palm Beach County- Roadway	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Palm Beach County- Traffic	20	30	600	1	600
SFWMD - For Information Only	5	30	150	1	√ 150
NPBCID - For Information Only	5	30	150	1	150
EDOT (District No. 5	5	30	150	1 1	150
FDOT (District IV) - For Information Only	5	30	150		√ 150
Utility Coordination	10	30	300	1 1	300
TOTAL SHEETS					
PRICE PER SHEET					1500
COPIES TOTAL COST					\$ 0.7
					\$ 1,170.

	COPI	ES (8-1/2"x11	l")		
AGENCY Miscellaneous Communication	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Miscellaneous Correspondence	1	1500	1500	1	
Reports	9	250	2250	1 1	1500 2250
TOTAL SHEETS					
PRICE PER SHEET	•				3750
BLUEPRINT TOTAL COST					\$ 0.30
					\$ 1,125.00

Brown And Phillips, Inc.



May 12, 2009

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

Re: Community - Military Roadway Design Survey

Dear Mr. Whitaker:

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. HORIZONTAL PROJECT NETWORK CONTROL

Using the information supplied by Palm Beach County, we will establish the Right-of-Way for Community Drive. 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 (NAD 83/90 Adjustment). The Palm Beach County Survey Department will supply all the sectional control information along the proposed route.

The limits of the survey are shown on Attachment 'B'.

II. VERTICAL PROJECT NETWORK CONTROL

Recovered benchmarks will be supplied by Palm Beach County Survey Department.

III. 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 0.75 mile route. These baseline points will be used in the topographic and cross section phase to locate features and facilitate checks.

IV. REFERENCE POINTS

We will reference the baseline at intervals not exceeding 1400 feet along the route. These points will be used to replace disturbed baseline stations. We propose to set 5 references.

V. SECTION TIES AND PROPERTY TIES

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

Whitaker May 12, 2009 Page 2

VI. TOPOGRAPHIC SURVEY & DIGITAL TERRAIN MODEL

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, utilities, walks, edge of pavement, curbing, drainage structures, etc. These locations will show all features within the corridor from right of way to right of way extending to 25 feet outside the proposed right of way if provided. We will also obtain enough elevations along the route to create a complete TIN file for the entire project.

We will also perform a complete Topographic Survey on the properties at the four corners of the intersection as indicated on Attachment 'B'.

VII. 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 lines and extend to 25 feet outside of the right of way or to the limits as shown on Attachment 'B'. No intersection plateu's or lane lines will be located.

VIII. ASBUILTS

We will attempt to get asbuilt information on all the pipes leading out of any storm or sanitary sewer structures found. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes.

IX. CLOSURE

A CAD drawing will be produced which will show all the features located, and we will provide The Wantman Group with a Microstation file of the complete drawing. The proposed cost for this project is \$22,570.00. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Sincerely,

JEP/mi		Brown & Phillips, Inc. of Eller John E. Phillips III, P.L.S Principal
Accepted This	Day Of	, 2009.
The Wantman Group		
Ву:		
Print Name:		

ATTACHMENT "A"

Description: Community / Military Roadway Survey Size: 4000' +/-Date of Proposal: May 12, 2009

TASK	3 MAN FIELD	CADD TECH	SURVEY		
Horizontal Project Network Control	15	IECH	1 ECH	PLS 8	COMMENTS Establish control
Baseline Layout 100'	5	 			and right-of-way
Stakeing					Lay out baseline at 100' intervals
Vertical Project Network Control			2		Set benchmarks
Reference Points	5				Set 5 references
Subd. & Properties Ties	4		2	1	Tie in adjoining
Topography & TIN File	30		20	 	Locate all above
					ground features;
Cross-Sections			4		prepare TIN file At 100' intervals to
Asbuilts	10	1.	2	 	25' outside R/W Asbuilt storm
					structures, check
Four Parcels at Intersection	50	<u> </u>		<u> </u>	Archstone
and JCC Building	30		10	2	Full topo survey's each intersection
CADD Base Drawing		40	8	2	corner
			0	2	Prepare cadd drawing
			1		
Total Hours	√ 119	40	48	C 15	·
Rate/Hour	\$125.00	\$66.00	670.00		
		\$00.00	\$70.00	\$113.00	
Sub-total	× \$14,875.00	\$2,640.00	\$3,360.00	\$1,695.00	
l'otal Price			\$22,570.00		

TIERRA SOUTH FLORIDA, INC.



Geolechnical Engineering - Material Testing - Inspection Services

March 26, 2009

Wantman Group, Inc. 2085 Vista Parkway West Palm Beach, FL 33411

Attn: Mr. Gary Williams, P.E., Senior Vice President

RE: Proposal for Environmental Engineering Services
Intersection of Community Drive and Military Trail
Palm Beach County, Florida

TSF Proposal No.: 0811-082 (revised)

Dear Gary:

Tierra South Florida, Inc. (TSF) appreciates the opportunity to submit this proposal to provide environmental services for the project site. This proposal was requested on November 10, 2008 and includes: project information; scope of services; estimated fees; and the project schedule.

Project Information

The project involves intersection improvement of Community Drive and Military Trail in Palm Beach County, Florida. Currently, the project site is occupied by shopping centers, banks and gas stations.

The services you have requested include conducting a Phase I Environmental Site Assessment (ESA).

Scope of Services - Environmental

Phase I ESA to search for evidence of recognized environmental conditions in connection with the subject property. The Phase I ESA will be conducted in general accordance with ASTM E 1527-05, Phase I Environmental Site Assessment Process (ASTM E 1527-05).

The scope of services will include records review, reconnaissance, interviews, and preparation of a report. Tierra will conduct the following services: Review regulatory database information regarding environmental conditions within the boundaries of and surrounding the subject property; document the site features using photographs which will be included in the report; make reasonable attempts to conduct interviews regarding current and historical land uses and regulatory status; and conduct the interviews by

phone, in writing, or in person. Interviews will be conducted with one or more representatives of state and/or local government agencies. Past owners, operators, occupants, and neighboring property owners or occupants may also be interviewed

As a requirement of the ASTM Phase I standards all additional services outside the standard need to be identified. It is our understanding that no additional environmental services have been requested for the subject site.

Client Responsibilities

The user of the Phase I ESA is required to provide information to the environmental assessor to help identify any recognized environmental conditions in connection with the property. This information is generally described below.

- Environmental liens that are filed or recorded against the site.
- Environmental lien and activity and land use limitations that are in place on the site or that have been filed or recorded in a registry.
- Specialized knowledge or experience that is material to recognized environmental conditions in connection with the property.
- Reasonably ascertainable information about the property that could be used to determine historical or past uses of the subject property.

TSF recommends that a title company conduct recorded land title records review. The environmental title review is a requirement of the ASTM Standard. TSF has included the cost to obtain this records review and include the information in the Phase I ESA report. TSF utilizes one of EDR, Inc. sub consultants experienced in this field to perform the title search. Should the title research require additional time beyond the three week reporting period TSF will include a statement in the report indicating the data gap. Once the information is received an addendum to the report will be submitted.

Third party reliance letters may be issued upon request for an additional fee. All third parties relying on TSF reports agree to be bound by this proposal and the associated General Conditions.

Service Fee and Schedule

The estimated fee to perform the environmental study is \$3,500.00. We will provide you with verbal results of tested conditions and immediately notify you should conditions impacting our scope, schedule or cost of services occur. The proposal is based on the assumption that no hazardous materials exist on-site that would impact our investigation. TSF will prepare a Phase I ESA report and provide two hard copies and one electronic copy. The reports will include conclusions, recommendations and the methodology and resources used and the data gathered.

We appreciate the opportunity to offer our services to you for your project. We look forward to working with you during the design phase. If this proposal is acceptable, please sign below as notice to proceed and return one (1) copy of this proposal intact to our office. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully Submitted,

TIERRA SOUTH FLORIDA, INC.

Raj Krismasamy, P.E Principal Engineer/President

JENKINS APPRAISAL SERVICES

Jenkins Appraisal Services, Inc.

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

November 19, 2008

John Whitaker, P.E.
Senior Project Manager
Wantman Group, Inc.
2035 Vista Parkway
Suite 100
West Palm Beach, Florida 33411

Re:

Community Drive/Military Trail
Intersection Improvements
Palm Beach County Project No. 2004525S

Dear Mr. Whitaker:

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 \$10,000.

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

JOHN R. MORELAND & ASSOCIATES, INC.

JOHN R. MORELAND

P. O. Box 17647 Plantation, Fl. 33318 (E-mail jrm9477@comcast.net

November 14, 2008

con Station(3).

and Associates 954-452-9477 Fax 954-452-0497

SENT VIA E-MAIL JD.Whitaker@WantmanGroup.com

PHONE #561-687-2220

Mr. John (J. D.) Whitaker, PE Senior Project Engineer Wantman Group, Inc. 2035 Vista Parkway, Suite 100 West Palm Beach, Florida 33411

RE: Community Drive/Military Trail - Intersection Improvements

PBC Project No. 2004552S WGI Project No. 208871.00

Dear John:

This letter will confirm my previous conversation with Mr. Gary Williams of your office. As stated in my letter to Mr. Williams, a site visit has not been made at this time but based on our discussion it would appear that initially I would be involved for no more than 20 hours per location. My rate is \$140.00 per hour, or a total of \$2,800.00 per location. Please note this does not include trial time if

I look forward to working with you on these sites and if I can be of any assistance during this process

Regards.

R. Moreland

h Mouleut

John R. Moreland holds a Florida Real Estate Sales License and is a commercial associate with Crown Real Estate and Management Group, Inc., Ft. Lauderdale, Florida.

GERSON, PRESTON, ROBINSON & Co., PA

Gerson, Preston, Robinson

James P. Robinson, CPA/ABV, CFF

merican Institute of Certified Public Accountation in the Institute of Certified Public Accountants

2255 Glades Ros

phone: 561-392-9059 simile: 305-351-7885

ior@gorco-cpa.com

REPLY TO: MIAMI BEACH OFFICE

April 27, 2009

VIA EMAIL: Gary.Williams@WantmanGroup.com

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

Project #2004525 Community Drive from Military Trail to Village Boulevard

Dear Gary,

As requested, we will agree that the initial preliminary work anticipated should not exceed \$16,000. 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, CFF

JPR/jlmz

URBAN DESIGN KILDAY STUDIOS

Revised March 19, 2009 November 20, 2008



Urban Planning and Design Landscape Architecture Communication Graphics

Mr. John (J.D.) Whitaker, PE Senior Project Engineer Wantman Group, Inc. Engineering • Planning • Surveying • Environmental 2035 Vista Parkway, Suite 100 West Palm Beach, FL 33411

Re:

Community Drive Right-of-Way Study Palm Beach County, Florida UDKS REF. #09-028.000 (PL)

Dear Mr. Whitaker:

The purpose of this letter is to formally outline the professional services to be provided by Urban Design Kilday Studios (UDKS) to you and your client, Palm Beach County, related to completing a right-of-way analysis for Community Drive at its intersection with Military Trail, to assist with the design and possible acquisition of land to provide for additional turn lanes. As indicated on the information provided, this analysis will include eleven (11) residential properties, all located east of Military Trail, and seven (7) commercial properties. Most of the properties are in the jurisdiction of unincorporated Palm Beach County, but several are within the jurisdiction of the City of West Palm Beach.

As part of the analysis, we will review the existing land use and zoning designations, existing approvals and development, and property development regulations. We will then research and apply the applicable code requirements related to possible eminent domain proceedings and the development standards that will apply. The impacts to each site will be quantified and, if possible, a cost to "cure" the site from a zoning/development order standpoint identified. This will include identifying such items as the documents needed to pursue revised site plan approvals or certificates of conformity, and the estimated costs associated with each process.

A written report will be prepared that includes a narrative for each site related to the impacts of the conceptual design for the proposed roadway improvements, and the steps and cost associated with a remedy to address the impacts.

The following outlines the suggested scope of services and estimated costs:

477 S. Rosemary Avenue Suite 225 - The Lofts at CityPlace West Palm Beach, FL 33401 561.366.1100 561.366.1111 fax www.UDKstudios.com LCC35

SCOPE OF SERVICES

Based on our discussions, we anticipate that the following services will be necessary to complete the tasks requested:

- Meetings and conferences with appraisers, other experts and client.
- 2. One (1) site visit to this intersection to review and photograph the existing conditions on each property.
- Review of the applicable Palm Beach County and City of West Palm Beach Comprehensive Plan and Land Development Codes as they relate to properties affected by eminent domain proceedings and the applicability of same.
- Review of the applicable Palm Beach County and City of West Palm Beach Land Development Codes as they relate to property development regulations for the subject sites.
- Review any site-specific development orders placed on the properties by the governing jurisdiction to determine any additional property development regulations and conditions of approval.
- Analysis of the property based on the proposed conceptual design for the right-of-way to determine the impact on each site relating to land planning and development approvals.
- 7. Identify costs associated with obtaining new development approvals or certificates of conformity and the processes for same.
- 8. Prepare a written report that addresses each site and summarizes all of the above information.

This scope of services does not include preparing or processing any development applications or pursuing governmental approvals. It also does not include services associated with the condemnation of the properties or providing testimony related to same. If these services are desired, subsequent proposals for services will be provided.

COMPENSATION

We will perform the iteme listed in the Scope of Services on an hourly basis with a not to exceed fee cap of \$13,600.00. Our hourly rates are:

Mr. Whitaker	Revised March 19. 2009
Community Drive Right-of-Way Study	Page 3
Principal (Kieran Kilday) Principal (Collene Walter) Division Director Senior Associate Associate	\$300.00 \$250.00 \$200.00 \$125.00 \$100.00

\$ 60.00

\$ 50.00

The majority of the services requested will be billed at the Senior Associate rate of \$125.00 per hour.

AutoCAD

Data Preparation

We strive to provide our clients the most effective, time-efficient services which can accomplish all the tasks contained in the Scope of Services. The Client billing will provide specifically how much time is spent on a particular task. We maintain detailed time sheets which we can make available to the Client for their review.

These fees do not include other consultants' fees or normal reimbursable expenses that shall be itemized.

Reimbursable expenses are in addition to professional service fees and shall include, but are not limited to: reproduction, travel, lodging, courier, telephone charges, and Client-requested renderings and models. All vendor reimbursable expenses shall be billed on a monthly basis and charged at 15% above direct cost. We suggest a budget of \$500.00 for reimbursable expenses.

Additionally, Consultant may suspend the performance of its services if Client fails to pay Consultant in full for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

[INTENTIONALLY BLANK]

Contract Notes:

- Consultant will make a reasonable effort to identify waivers/variances required as a result of deviations from the land development regulations of the governing body. However, the Consultant and/or Client agree to ultimately rely on the Palm Beach County staff to identify all required waivers/variances.
- Errors and Omissions: Modifications to plans and application materials required as a result of errors and/or omissions by the surveyor, engineer or any other consultant, or changes requested by the Client or governmental agencies, will also be considered additional services, unless otherwise stated.
- Signage: Regulatory signage shown on plans prepared by the Consultant is conceptual only and subject to review by the project engineer and approval by the permitting agencies.
- Construction Details: Pavement and Parking Construction details shown on plans prepared by the Consultant are conceptual only and subject to review by the project engineer and approval by the permitting agencies.
- Client agrees to advise Consultant of any known or suspected contaminants at the Project site.
- Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.

The Terms of this agreement are attached hereto and are a part hereof. Receipt of this signed original proposal shall be our authorization to proceed.

Thank you for the opportunity to submit this proposal.

Sincerely,

URBAN DESIGN KILDAY STUDIOS

Kenneth Tuma Managing Principal

Attachments:

"Terms"

Time/Cost Estimate

Mr. Whitaker	
Community Drive	Right-of-Way Study

Revised March 19. 2009 Page 5

APPROVED AND ACCEPTED THISDAY OF	, 200 .
Ву:	
Print Name - Authorized Agent	
Signature	

H:\Kilday Data\Projects\OFFICE\proposals\W\Whitaker Community Drive rev 3-19-09

TIME/COST ESTIMATE

X:/Office/Proposals/W/Whitaker Community Drive rev 3-19-09

Project

Community Drive Right-of-Way Study		ivision rector		Senior Associate		Associate		Auto Cad	ď	Data Prep	
11/20/2008		\$200		\$125		\$100		\$60		\$50	
 Meetings and conferences with appraisers, other experts and client. (Assume three meetings at 4 hours each.) 	0	\$0	12	\$1,500	0	\$0	0	\$0	0	\$0	
One site visit to this location to review existing conditions. (One person with photographs.)	0	\$0	0	\$0	4	\$400	0	\$0	0	\$0	
3. Review of the applicable Palm Beach County and City of West Palm Beach Comprehensive Plan and Land Development Codes as they relate to properties affected by eminent domain proceedings and the applicability of same. (Palm Beach County code and CWPB have a CofC process)	0 :	\$0	8~	\$1,000	0	\$0	0	\$0	0	\$0	
4. Review of the applicable Palm Beach County and City of West Palm Beach Land Development Codes as they relate to property development regulations for the subject sites. (Commercial and residential in both juristictions.)	0 \$	60	8	\$1,000	0	\$0	0	\$0	0	\$0	
5. Review any site specific development orders placed on the properties by the governing jurisdiction to determine any additional property development regulations and conditions of approval. (Appears to be 10 sites; 3 in CWPB and 7 in PBC. We worked on several.)	0 \$	0	8	\$1,000	8	\$800	0	\$0	0	\$0	
6. Analysis of the property based on the proposed conceptual design for the right-of-way to determine the impact on each site relating to land planning and development approvals.	4 \$86	00	20 ~ :	\$2,500	0	\$0	0	\$0	0	\$0	
development approvals or certificates of conformity.	4 > \$80	00	8 > 5	\$1,000	0	\$0	0	\$ 0	0	\$0	
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06/10/2009

Engineering & Public Works Roadway Production

PARTICIPATION FOR MWBE/SBE CONSULTANTS

Contract

Project Name: Community Drive and Military Trail Intersection

Project No.: 2004525

Prime Consultant: Brown & Phillips, Inc.

Prime Contact Person:

Telephone No.: (561) 687-2220

Resolution Date: /

Res#: R2009-

Department: Engineering & Public Works

							•
Name / Address / Telephone of Minority Sub-Consultant	Type / Description of Work Performed by Sub-Consultant		Black	Contract Doll	ar Amount for Sub-C	onsultant Women	White Male
Brown & Phillips, Inc. 901 NORTHPOINT PKY STE 119	Surveyor	MWBE	0.00	0.00	0.00	0.00	
WEST PALM BEACH, FL 33407 (561) 615-3988		SBE	22,570.00	0.00	0.00	0.00	0.00
Jenkins Appraisal Services, Inc. 5730 CORPORATE WAY STE 120	Appraiser	MWBE	0.00	0.00	0.00	0.00	
WEST PALM BEACH, FL 33407 (561) 640-4059		SBE	0.00	0.00	0.00	10,000.00	0.00
Tierra South Florida, Inc. 2765 VISTA PKY STE 9		MWBE	0.00	0.00	0.00	0.00	
WEST PALM BEACH, FL 33411 (561) 687-8539		SBE	0.00	0.00	3,500.00	0.00	0.00
		MYVBE	0.00	0.00	0.00	0.00	
	Total	% %	22,570.00	0.00	3,800.00	10,000.00	0.00
Total Contract Amount of Authorization	193,533.82	70	11.67		1.81	6.17	

Exhibit

Page

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INSURED	Wantman Group, Inc.			oenix insurance		NAIC #
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	West Palm Beach, FL 3	18 100 2411 2740		avelers Casualt		19038
	3	3411-2719			rance Company	37885
COVER	AGES				Cas Co of Am	25674
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	CLAIMS MADE X OCCUR				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
					MED EXP (Any one person)	\$5,000
		.]			PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER	:			GENERAL AGGREGATE	\$2,000,000
	POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	\$2,000,000
E	X ANY AUTO ALL OWNED AUTOS	BA5290L220	10/10/08	10/10/09	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	X HIRED AUTOS				BODILY INJURY (Per person)	s
	X NON-OWNED AUTOS				BODILY INJURY (Per accident)	s
_	GARAGE LIABILITY				PROPERTY DAMAGE (Per accident)	s
	ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
В					OTHER THAN EA ACC	\$
_	X OCCUR CLAIMS MADE	CUP9344Y599	10/18/08	10/18/09		5
	X OCCUR CLAIMS MADE			10710103	AGGREGATE	\$5,000,000
	DEDUCTION -				ADGREGATE	s5,000,000
Į	X RETENTION . 10000					\$
C wo	1 3 10000					s
EM	RKERS COMPENSATION AND PLOYERS' LIABILITY	UB7081Y566	09/18/08	09/18/09	X WC STATU OTH-	\$
AND	PROPRIETOR/PARTNER/EXECUTIVE			-3.10.00		-1 000 000
Lifve	S. classoritos carales	1			E.L. EACH ACCIDENT	s1,000,000
D OTI	CAL PROVISIONS below			 	E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
	bility	DPR9680370	07/01/09	07/01/10	\$1,000,000 per claim	
_		ļ	İ		\$4,000,000 anni agg	
ESCRIPT	ION OF OPERATIONS / LOCATIONS / VEHICLE SIONAL LIABILITY IS WITTEN ON A	150,570				•
'rofes	sional Liability is written on a Projects with Palm Boach Co.	Claims made and some en	OORSEMENT / SPECIAL PROV	VISIONS	· · · · · · · · · · · · · · · · · · ·	
	TO THE PROPERTY OF THE PROPERT		ed dasis.			
10162	Bional Liability Retro Date 7/4	11004				
rotes	Sional Liability Deductible SS	0.000				
500 A1	tached Descriptions)					
	CATE HOLDER					
			CANCELLATION	ON 10 Day	ys for Non-Payment	
	Palm Beach County c/o l	Jonau	SHOULD ANY OF T	HE ABOVE DESCRIBE	POLICIES BE CANCELLED BE	FORF THE EVERATION
	of Engineering & Public	rehartwent	DATE THEREOF, TO	HE ISSUING INSURER \	MILL ENDEAVOR TO MAIL	N DAVE WEITER
	PO Box 21229	vvors	NOTICE TO THE CE	RTIFICATE HOLDER N	AMED TO THE LEFT, BUT FAIL	IDE TO DO DO OUT .
			IMPOSE NO OBLIG	ATION OR LIABILITY O	F ANY KIND UPON THE INSURE	ONE TO DU SU SHALL
	West Palm Beach, FL 33	416-1229	REPRESENTATIVE	S.	THE MOUNT OF THE MOUNT	in, 113 AGENTS OR
			AUTHORIZED REP	RESENTATIVE		
CORD	25 (2001/08) 1 of 3 #\$1		ole n	De ou a		
	(-50',00) 1 of 3 #S1	98772/M198672				

Client#: 5436

WANTGRO3

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.

Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are included so "additional insured" with respects to the General inty and Auto Liability on It. Walver of Subrogation in favor of the additional insured applies to the General Liability and Auto Liability process.							
additional insured a	seach County, Board of County Commissioners, a Political Subdivision State of Florida, its Officers, Employees and Agents are included ditional insured "with respects to the General y and Auto Liability only. Walver of Subrogation in favor of the nail insured applies to the General Liability and Auto Liability s.						
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AMS 25.3 (2001/08)	3 of 3	#S198772/M	198672				

Attachment

COMMUNITY / MILITARY INTERSECTION STUDY PBC PROJECT NO. 2004525S

П	Traik Name	Duration		- Final		,	A_ 1 WAX		·	A. 1 SUI
-	Overall Project Duration	198 days	Mon 8/15/09	Wed 3/17/10			0-1.708 See	T New	<u> </u>	Gr. 1 2010
_										
Ŀ	Notice-To-Proceed	1 day	Mon 6/15/09	Mpn 6/15/09	•					
13	Title Research (by PBC)	30 days	Mon 6/15/09	Fd 7/24/09					an in the second of the second	
4	Kick-off Meeting	1 day	Tue 6/16/09	Tue 6/16/09	•		1			
-	Design Survey and Topography	40 days	Tue 6/16/09	Mon 8/10/09					tor an object the lates and the beauty is a first account of the lates and in the	
-	Aerial Photography (provided by PSC)	40 days	Tue 6/16/09	Mon 8/10/09						
7	Traffic Data (provided by PSC)	40 days	Tue 6/16/09	Mon 8/10/09						
	Develop Typical Sections	15 days	Tue 6/16/09	Mon 7/6/09	And the Control of th		***			
9	Submit Typical Section Package	1 day	Tue 7/7/00	Tue 7/7/09		3			THE THE CONTRACTOR ASSESSMENT AND ASSESSMENT AND ASSESSMENT ASSESS	
10	PBC Review Typical Section Package	10 days	Wed 7/8/09	Tue 7/21/09					Transportation of the African State of the S	
- 31	PBC Comments Incorporated Into Typical Sections	5 days	Wed 7/22/09	Tue 7/28/09					and the second section of the section of the second section of the section of the second section of the section of th	
f2	Preliminary Drainage Analysis	30 days	Wed 7/22/09	Tue 9/1/09						
13	Preliminary Geometrics	30 days	Wed 7/22/09	Tue 9/1/09						
14	Meet w/ PBC to Review Prelim. Geometrics	1 day	Wed 9/2/09	Wed 9/2/09			.		18	
15	PBC Reviews Prelim. Geometrics	15 days	Wed 9/2/09	Tue 9/22/09						
18	WGI Responds to Prelim. Geometrics Comments	5 days	Wed 9/23/09	Tue 9/29/09		**************************************				
17	Geotechnical Environmental Assessments	40 days	Wed 9/23/09	Tue 11/17/09						
18	PBC Comments Incorporated into Prelim Geometrics	10 days	Wed 9/30/09	Tue 10/13/09						
15	Utility Coordination (Plan Set to PBC for distribution)	1 day	Wed 10/14/09	Wed 10/14/09			O		Militaria (nice) de la companio del companio de la companio del companio de la companio del la companio del la companio de la companio de la companio de la companio de la companio de la companio de la companio de la companio de la companio de la companio de la companio de la companio de la companio de la	
20	Permit Agency Pre-Design Meeting	1 day	Thu 10/15/09	Thu 10/15/09			O		myterioranisti i randistado ango una randi m aya na unagana	
21	Field Review w/ Right-of-Way Task Team	1 day	Fri 10/16/09	Fd 10/16/09			O			
22	Right-of-Way Tesk Acquisition Analysis	50 days	Mon 10/19/09	Fri 12/25/09						
23	Develop "Draft" Report for Study	30 days	Mon 11/18/09	Fri 12/25/09		Marketine and a second report of part and any open page				
24	Submit "Draft" to PBC for Review	1 day	Mon 12/28/09	Mon 12/26/00					TANKAN TERBAHAMPATAN TERBAHAMPATAN TERBAHAM	
28	PBC Reviews "Draft" Report	20 days	Tue 12/29/09	Mon 1/25/10		The second secon				
20	WGI Responds to Comments	5 days	Tue 1/26/10	Mon 2/1/10						
27	PBC Comments Incorporated into Report	10 days	Tue 2/2/10	Mon 2/15/10						
28	WGI Completes "Final" Report for Study	5 days	Tue 2/16/10	Mon 2/22/10						
29	Submit "Final" Report to PBC for Review	1 day	Tue 2/23/10	Tue 2/23/10						
30	PBC Reviews "Final" Report	10 days	Wed 2/24/10	Tue 3/9/10						
31	WGI Incorporates Comments into "Fine!" Report	5 days	Wed 3/10/10	Tue 3/16/10					<u> </u>	
32	Submit "Record" Report		Wed 3/17/10	Wed 3/17/10						17 📤
				1						