

Agenda Item is over 50 pages can be reviewed in the Minutes Department.

**Agenda Item #: 3-C-2**

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

<b>Meeting Date:</b>	<b>April 6, 2010</b>	<input checked="" type="checkbox"/>	<b>Consent</b>	<input type="checkbox"/>	<b>Regular</b>
		<input type="checkbox"/>	<b>Workshop</b>	<input type="checkbox"/>	<b>Public Hearing</b>
<b>Department:</b>					
<b>Submitted By:</b>	<b>Engineering &amp; Public Works Department</b>				
<b>Submitted For:</b>	<b>Roadway Production Division</b>				

**I. EXECUTIVE BRIEF**

**Motion and Title:** Staff recommends motion to approve: An Agreement in the amount of \$232,369.43 with Wantman Group, Inc. (WGI) for professional services.

**SUMMARY:** Approval of this Agreement will provide the professional services necessary for the preparation of design plans and construction bid documents for West Atlantic Avenue from West of Lyons Road to Starkey Road. WGI is a Palm Beach County Company.

District 5 (PK)

**Background and Justification:** On November 3, 2009, the Board of County Commissioners (Board) approved the First Amendment to the Atlantic Avenue Agreement R2009-1838 (Amendment). Under the Amendment, Palm Beach County (County) is now responsible for completing the design, right-of-way acquisition, and construction of West Atlantic Avenue from West of Lyons Road to Starkey Road (Project). The County now desires WGI to provide the professional services necessary to complete the design plans and construction bid documents for the Project. WGI was privately contracted to prepare the design plans and construction bid documents, with the funding for WGI's services coming directly from the funding placed in escrow by the "Property Owners" under the original Atlantic Avenue Agreement R2006-0529. Under the Amendment, all of the funds remaining in escrow will be turned over to the County, and these proceeds will be utilized to fund this Agreement. Due to the nature of the requested services, Small Business Enterprise participation is not feasible for the Project. 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) .....	\$213,620.93	(Design, Environmental Services).
Reimbursable Expenses (Not to Exceed)....	\$ 4,537.50	(Reprographics).
Optional Services (Not to Exceed) .....	\$ 14,211.00	(Post Design Services).
Total:	<u>\$232,369.43</u>	

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

**Attachments:**

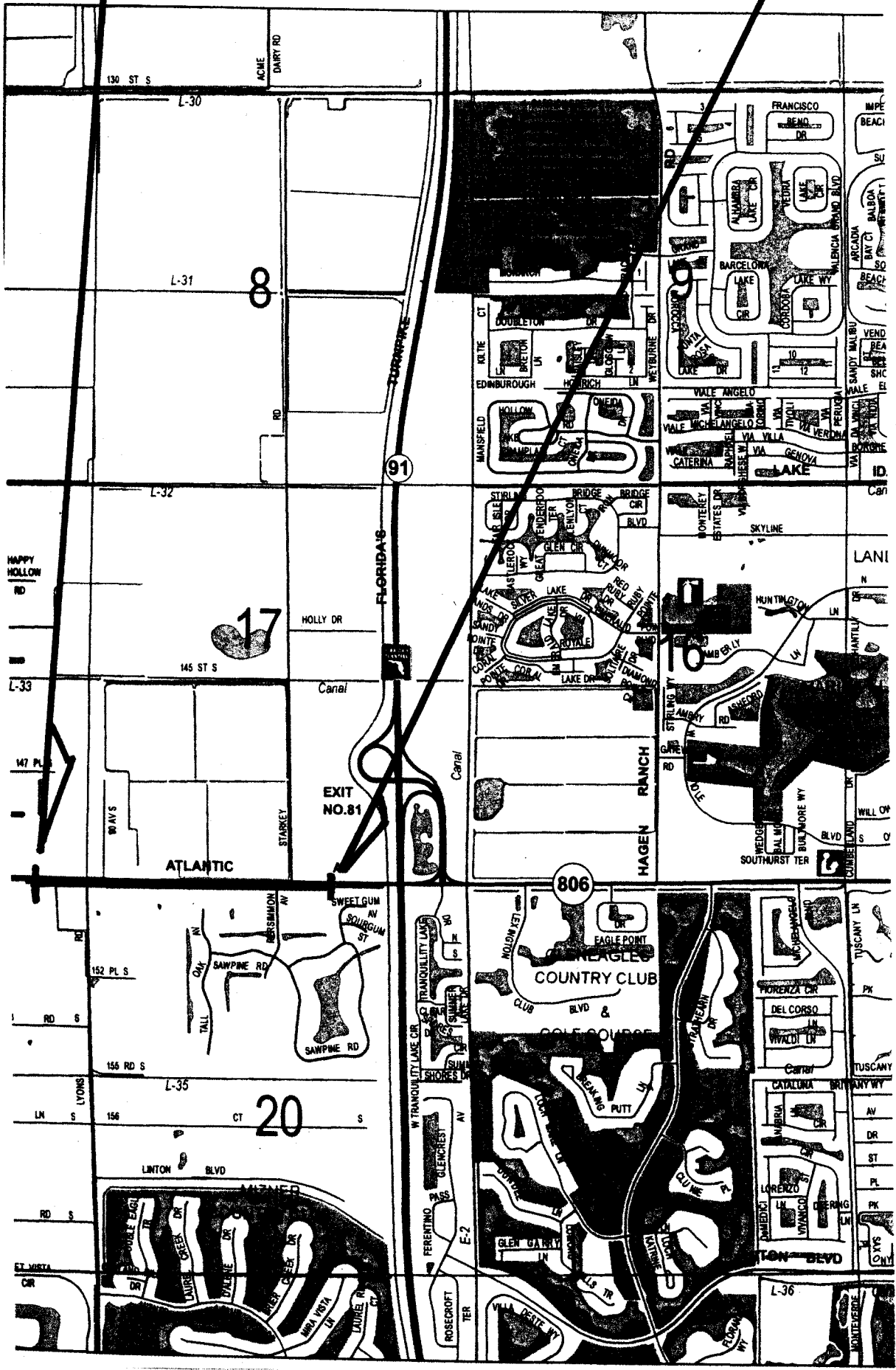
1. Location Map
2. Agreement with Exhibits and Certificate of Insurance (2)
3. Project Work Schedule

Recommended by: 874 Omelio A Fernandez 3/5/10 [Signature]  
Division Director Date

Approved By: [Signature] 3/10/10  
County Engineer Date



WEST ATLANTIC AVENUE  
W. OF LYONS ROAD TO STARKEY ROAD  
PALM BEACH COUNTY PROJECT NO. 2004602



LOCATION SKETCH

ATTACHMENT 2

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

This is an Agreement made as of \_\_\_\_\_, 2010 between Palm Beach County, Florida (COUNTY) and Wantman Group, Inc. (CONSULTANT), an engineering firm having an office and a place of business at 2035 Vista Parkway, Suite 100, West Palm Beach, Florida 33411, and having Federal Tax I.D. #65-0271367. The COUNTY intends to construct a 4-lane roadway on West Atlantic Avenue from W. of Lyons Road to Starkey Road, Project No. 2004602 (hereinafter called the PROJECT).

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

**SECTION 1 - BASIC SERVICES OF CONSULTANT**

**1.1 General**

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

1.1.2 The CONSULTANT shall prepare all plans in accordance with Palm Beach County Thoroughfare Design Procedures, current standards adopted by AASHTO, and the Florida Department of Transportation Manual of Uniform Minimum Standards, and all other applicable professional and technical standards. 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**

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

5.1.1. Basic Services: The COUNTY will pay the CONSULTANT the lump sum of \$213,620.93 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 \$4,537.50 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 \$14,211.00 without additional authorization from the COUNTY.

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

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

#### **5.2. Payments**

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

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

5.2.3 Without changing the contract price, each invoice for payment shall be subject to the Inspector General Contract Fee of 0.25%, where applicable, to defray costs of the Office of the Inspector General in accordance with Ordinance 2009-049, as may be amended.

5.3. **Other Provisions Concerning Payments**

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

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

5.4. **Definitions**

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

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

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

6.1. **Opinions of Cost**

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

**SECTION 7 - GENERAL CONSIDERATION**

7.1. **Termination**

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



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

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

**7.2. DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

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

7.2.5. Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General Ordinance 2009-049, as may be amended.

**7.3 Reuse of Documents**

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

7.4. **Insurance**

CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

7.4.1 **Commercial General Liability**

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

7.4.2. **Business Automobile Liability**

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

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

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

7.4.4. **Professional Liability**

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

7.4.5. **Additional Insured**

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

7.4.6. **Waiver of Subrogation**

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

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

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

Palm Beach County  
c/o Department of Engineering & Public Works  
2300 N. Jog Road, 3<sup>rd</sup> Floor  
West Palm Beach, FL 33411-2745

7.4.8. **Umbrella or Excess Liability**

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

7.4.9. **Right to Review**

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

7.5. **Indemnification**

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

7.6. **Controlling Law and Venue**

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

**7.7. Successors and Assigns**

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

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

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

**7.8 Subcontracting**

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

In accordance with Palm Beach County Small Business Enterprise (SBE) Ordinance #2002-064, as amended from time to time, the annual goal for SBE participation for Professional Services is 15.0%. The CONSULTANT has committed to 0.00% for this Project.

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

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

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

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

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

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

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

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

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

7.9. **Personnel**

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

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

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

7.10. **Availability of Funds**

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

7.11. **Conflict of Interest**

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

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

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

**7.12. Independent Contractor Relationship**

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

**7.13. Access and Audits**

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

Palm Beach County has established the Office of the Inspector General in Ordinance 2009-049, as may be amended, which is authorized and empowered to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General has the power to subpoena witnesses, administer oaths and require the production of records, and audit, investigate, monitor, and inspect the activities of the CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

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

BY: \_\_\_\_\_  
Burt Aaronson, Chair

SEAL

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

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

APPROVED AS TO TERMS  
AND CONDITIONS:

BY: *Orlando A Fernandez*  
*ORF*

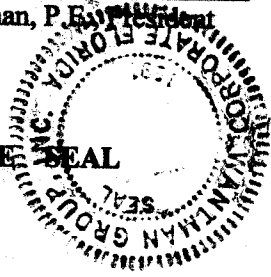
APPROVED AS TO FORM &  
LEGAL SUFFICIENCY:

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

CONSULTANT:  
Wantman Group, Inc.

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

CORPORATE SEAL



ATTEST WITNESS:

BY: *Kathleen Fontaine*  
(Print Name)

*Kathleen Fontaine*  
(Signature)

BY: *Dawn Marie Cox*  
(Print Name)

*Dawn Marie Cox*  
(Signature)

**EXHIBIT "A"**

Scope & Fee OK,  
DRY  
2-19-10

## SCOPE OF SERVICES

**Atlantic Avenue Widening/Reconstruction West of Lyons Road to East of Starkey Road**

**Palm Beach County Project Number: 2004602**

January 22, 2010

### I. DESCRIPTION

Atlantic Avenue will be widened from a 2-lane rural facility to a 4-lane divided urban roadway with accommodations provided for an ultimate 6-lane section. Milling and resurfacing efforts will also be required to accommodate restriping efforts east of Starkey Road. Right-of-way acquisition in accordance with the Federal Uniform Act is a critical component of this assignment.

This project is approximately 1.0 miles in length and extends from west of Lyons Road to east of Starkey Road. The widening extends through the intersection with Lyons Road before tapering back to the existing pavement. Milling and resurfacing operations extend approximately 1200 feet east of Starkey Road.

Currently Atlantic Avenue is a 2-lane rural section with one 12-foot travel lane in each direction located within a 60-foot right-of-way. The right-of-way width varies from 126 feet to over 200 feet. LWDD's L-34 Canal is located immediately south of, and adjacent to the Atlantic Avenue. The relocation of this canal further south is a critical aspect of the proposed widening.

Roadway improvements include a full expanded intersection and mast arm signal with Lyons Road. Signal modifications at the Atlantic Avenue intersection with Florida's Turnpike's proposed ramp also require modifications to accommodate the new intersection geometry.

The project is being permitted through the Florida Department of Transportation and the corridor has been "federalized" by the commitment of federal dollars to previous phases of the project.

## **II. OBJECTIVES**

Wantman Group, Inc. and its subconsultant partners (Design Team) have designed and prepared a complete set of construction plans and specifications for construction within the specified project limits. This supplemental agreement is related to specific items as noted below and is coincident with the transfer of the design contract from a consortium of developers to Palm Beach County.

## **III. SCOPE OF SERVICES**

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

### **A. ROADWAY DESIGN & MISCELLANEOUS TASKS**

Roadway design elements and will include the following:

1. The plans will be updated to 2010 FDOT Specifications and Design Standards.
2. The parcel known as the Basso Airport Site is contaminated with pesticides. Additional efforts include soil and groundwater testing and laboratory analysis, preparation of a remediation plan and all coordination with FDOT, DEP, LWDD and PBC necessary to affect this cleanup.
3. The parcel known as the Martin parcel is contaminated with pesticides. Additional efforts include soil and groundwater testing and laboratory analysis, preparation of a remediation plan and all coordination with FDOT, DEP, LWDD and PBC necessary to affect this cleanup.
4. Update typical sections and cross sections to reflect 1:3 cross slopes at the request of LWDD.
5. Update drainage swales at the request of PBC to accommodate light poles.
6. Update all Tabulation of Quantities pages and quantities to reflect all plan changes.

7. Continued coordination with PBC and their representatives related to right-of-way acquisition, expert fees, FDOT requests and implementation of cure plans.
8. Update a bridge mount sign at the request of Florida's Turnpike Enterprise.
9. It is anticipated that all utility coordination is complete; however, time is allotted for further coordination with FP&L's new area representative.
10. One final submittal will be made to FDOT to insure all final comments are incorporated.
11. Provide Property Management Administration at the request of FDOT.
12. All plans and specifications will be prepared in accordance with the latest PBC and Florida Department of Transportation (FDOT) Standards, as applicable. This includes the 2010 FDOT Roadway and Traffic Design Standards Index, the 2010 Standard Specifications for Road and Bridge Construction and the 2010 Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways (i.e. "Florida Green Book").
13. Process an SFWMD ERP modification that reflects a revised number of ponds within the PUD parcel. Without the development of the PUD, the number of ponds needed for Atlantic Avenue is reduced.
14. Provide additional survey data collection within the PUD site to determine terrain changes associated with the partial development of the site and along the east end of Atlantic Avenue to as-built tie-in conditions with the completion of the Turnpike Interchange.

#### **B. POST DESIGN SERVICES**

The Design Team will provide Post Design Services to the County as Optional Services.

#### **IV. REIMBURSABLE EXPENSES**

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

#### **V. GENERAL REQUIREMENTS FOR WORK**

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

The Design Team will submit a schedule of project milestones with the negotiated staff hour and fee package for Palm Beach County Board of County Commission approval. This schedule will be revised and resubmitted ten (10) business days following receipt of written County Notice to Proceed.

#### **B. PHASE REVIEWS**

The Final Plans Submittal will include the following:

- One (1) original Construction Plan set (signed and sealed),
- Three (3) copies of Construction Plans (Bound),
- One (1) copy of the Quantity Computation Books,
- One (1) copy of the final Design Documentation,
- One (1) copy of all the design files on CD,
- All required environmental permits, and
- Responses to final comments.

### **VI. COUNTY RESPONSIBILITIES**

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

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

If the County becomes aware of any fault or defect in the project or of any errors, omissions or inconsistencies in the design documents or specifications, the County shall give prompt notice to the Design Team.

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

The County shall designate in writing a representative 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 will be completed within 5 months from the date of the Letter of Authorization.

**SCOPE OF SERVICES**  
**West Atlantic Avenue**  
**Project #: 229658-3-52-01**

**1.0 PROPERTY MANAGEMENT ADMINISTRATION**

Consultant may be responsible for the following property management functions:

(a) **General Responsibilities:**

Prepare a preliminary real property/personal property inventory for each parcel and update the same as appropriate in accordance with FDOT policies and procedures.

Demolition is included in the Roadway Contractor's bid.

The Consultant shall inspect, determine, and document the need for rodent control. If rodent control is required, the Consultant shall arrange for extermination services.

Prepare and process invoices for requesting warrants for property management services including but not limited to asbestos surveys and asbestos abatement in accordance with FDOT policies and procedures.

Monitor cures and review all available information and resolve discrepancies, if any, between parcel inventories, appraisal reports (whether approved or unapproved), business damage reports, relocation inventories, property owner's inventories, and tenant inventories.

Prepare salvage value estimate for improvements that are acquired.

Maintain an accurate and current working file for each parcel requiring property management services, and forward original documentation to Palm Beach County.

Assist in coordination with any organization, whether public or private, when requested by the County for the purposes of identifying, investigating and/or remediating any environmentally unsafe condition on any parcel.

Maintain an inventory of all uneconomic remainders.

Receive and respond to all inquiries for the sale or lease of surplus real property acquired during the life of the project.

Consultant is responsible for inspecting all properties, in accordance with FDOT policies and procedures. All inspections shall continue until the letting of the Construction Contract or the Department's disposal of property. The date of the letting or disposal shall be documented in the file.



Consultant shall advise County Project Manager of warranted repairs, lawn maintenance, board-up and other maintenance services indicated by on-site conditions and, upon County approval, make arrangements to secure corrective services in a manner consistent with Department policies and procedures.

At the conclusion of the project submit to the Project Manager a detailed report including an inventory of all potential surplus property acquired and a record of all inquiries for the sale of such surplus.

Be available to testify at any hearing relative to property management and/or environmental concerns during the life of the contract.

(b) Environmental Management and Administration:

1. Assist in coordination with any organization, whether public or private, when requested by the County for the purposes of identifying, investigating and/or remediating any environmentally unsafe condition on any parcel.
2. The Consultant shall assist the County in the procurement and administration of an environmental consultant and/or contractor to conduct environmental assessment and cleanup activities required to address and resolve any and all environmental issues such as abandoned hazardous materials, soil and groundwater contamination, etc., located within the project limits.
3. The Consultant shall assist the County in the advertisement for, procurement and administration of contracts for the decommission and removal of all affected pollutant storage tanks (above and below ground). Tank removal projects shall be conducted pursuant to all federal, state, and local standards and shall include those activities necessary to address environmental contamination associated with the storage tank system. The Consultant shall prepare and submit the necessary documentation to obtain from the Florida Department of Environmental Protection (FDEP) reimbursement for all costs eligible through the FDEP's Super Act Program.
4. The Consultant shall assist the County in the procurement and administration of an asbestos consulting services contract to include, but not limited to, those activities necessary to conduct asbestos demolition surveys, prepare asbestos abatement specifications, administer abatement contract, conduct abatement supervision, and prepare final clearance activities. Asbestos consulting activities shall be performed under the direction of a licensed asbestos consultant.
5. The Consultant shall assist the County in the advertisement, procurement, and administration of contracts for all asbestos survey and asbestos abatement, and provide notification and coordination with the appropriate governmental agencies. The Consultant is responsible to ensure that all NESHAP (National Emission Standards for Hazardous Air Pollutants) notifications provided by contractor(s) to the appropriate

governmental agencies or to the Local Air Program Office (LAPO) are done in accordance with all FDOT procedures. The Department now requires the delivery person to either get a receipt acknowledgement signature from the LAPO or get LAPO to date stamp the NESHAP notice upon delivery and make a copy of the date stamped notice.

6. Provide adequate field supervision for all environmental activities to ensure compliance with all Department policies and procedures as well as all terms of the various environmental contracts.

All contracts shall be between the County and the asbestos consultant, abatement contractor, environmental contractor, and property maintenance contractor (i.e., for rodent extermination, repairs, lawn maintenance, board-up, etc.).

In the course of assisting the County in the procurement of the above referenced contracts, the Consultant will be responsible for advertising the request for bid in a newspaper of general circulation per Department procedures.

(c) Asbestos

The Consultant shall review all asbestos documents to insure the documents are properly prepared in accordance with FDLES's State of Florida Building Asbestos Survey Specifications (for surveys); Rules 38I-40.F.A.C. and FDLES's guide for the preparation of operations and maintenance plans (for O&M plans); the FDLES Standard Technical Specifications for Asbestos Abatement (for abatement specifications); and all other applicable federal, state and local laws and regulations. Reviews will be performed using the Department's checklists for these purposes. Review will be completed for each survey, O&M plan, and set of abatement specifications. The reviewer shall be certified as an Asbestos Inspector and as an Asbestos Management Planner and have a minimum of three (3) years of administrative experience in the asbestos field.

Develop and maintain a production reporting system tracking all critical events, both schedule and actual, for property management activities.

**EXHIBIT "B"**

# Master Summary - Estimate of Work Effort & Fee Proposal

PBC Project No.: 2004802  
 WGI Project No.: 21010094-00  
 Job Description: ATLANTIC AVENUE WIDENING/RECONSTRUCTION

Consultant: WANTMAN GROUP, INC.  
 Date Prepared: November 24, 2009  
 From: West of Lyons Road  
 To: East of Starkey Road  
 Length: 1.00 miles

Work Element / Activity	Project Manager		Senior Engineer		Engineer		Engineer Intern		Senior CADD Technician		Total Man Hours By Activity		Salary Cost By Activity
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Hours	Rate	
<b>A. ROADWAY DESIGN &amp; MISC. TASKS</b>	72	280.00	188	548.00	188	548.00	188	330.00	187	335.50	718	335.50	\$239,362.50
<b>B. SIGNING &amp; MARKING PLANS</b>	6	300.00	16	548.00	16	548.00	16	330.00	16	335.50	64	335.50	\$21,512.00
<b>C. SIGNAL PLANS</b>	2	300.00	4	548.00	4	548.00	4	330.00	2	335.50	16	335.50	\$5,368.00
<b>D. ENVIRONMENTAL SERVICES</b>	24	300.00	81	548.00	81	548.00	81	330.00	37	335.50	244	335.50	\$81,818.50
<b>E.</b>	0	300.00	0	548.00	0	548.00	0	330.00	0	335.50	0	335.50	\$0.00
<b>Totals</b>	<b>104</b>	<b>\$30,300.00</b>	<b>261</b>	<b>\$12,828.00</b>	<b>261</b>	<b>\$10,240.00</b>	<b>261</b>	<b>\$7,830.00</b>	<b>168</b>	<b>\$4,134.00</b>	<b>1043</b>	<b>\$41,172.00</b>	<b>\$41,172.00</b>
<b>Total Burdened Salary Costs By Activity</b>													
A. ROADWAY DESIGN & MISC. TASKS	\$45,198.48												
B. SIGNING & MARKING PLANS	\$7,536.00												
C. SIGNAL PLANS	\$1,848.00												
D. ENVIRONMENTAL SERVICES	\$28,800.48												
<b>Total</b>	<b>\$122,382.96</b>												
<b>Subcontractor Fees</b>													
A. HDR, Inc.	\$40,000.00												
B. WRSCompass, Inc.	\$24,525.00												
C. HSA Engineers & Scientists	\$1,900.00												
D. Shusterman Law	\$10,000.00												
<b>Total</b>	<b>\$76,425.00</b>												
<b>Optional Services</b>													
A. Wantman Group, Inc.	\$14,211.00												
<b>Total</b>	<b>\$14,211.00</b>												
<b>Permit Fees</b>													
A.	\$0.00												
<b>Total</b>	<b>\$0.00</b>												
<b>Total Contract Fee Computations</b>													
<b>Total Activity Salary Costs</b>													
1.) Overhead Activities													
a.) Combined Administrative & General													
& Fringe Benefits Cost (limited to PBC maximum)													
167.657%													
<b>\$69,110.08</b>													
<b>Subtotal (Salaries + Combined Overhead)</b>													
<b>\$110,282.08</b>													
<b>2.) Operating Margin Cost (Fixed Fee)</b>													
<b>12%</b>													
<b>\$13,233.85</b>													
<b>Subtotal (Burdened Salaries + Operating Margin)</b>													
<b>\$123,515.93</b>													
<b>Survey Party Days 6 x \$1,200/day</b>													
<b>\$7,200.00</b>													
<b>BASIC LUMP SUM FEE (WGI)</b>													
<b>Subcontractors</b>													
<b>\$133,116.93</b>													
<b>A) HDR, Inc.</b>													
<b>\$40,000.00</b>													
<b>C) WRSCompass, Inc.</b>													
<b>\$24,525.00</b>													
<b>D) HSA Engineers &amp; Scientists</b>													
<b>\$1,900.00</b>													
<b>E) Shusterman Law</b>													
<b>\$10,000.00</b>													
<b>F)</b>													
<b>\$0.00</b>													
<b>TOTAL LUMP SUM FEE</b>													
<b>\$213,620.93</b>													
<b>REBURSABLE EXPENSES</b>													
Permit Fees (WGI)													
\$0.00													
Reproduction (WGI)													
\$4,537.50													
<b>TOTAL REBURSABLE EXPENSES</b>													
<b>\$4,537.50</b>													
<b>OPTIONAL SERVICES</b>													
<b>\$14,211.00</b>													
<b>TOTAL MAXIMUM LIMITING FEE</b>													
<b>\$232,369.43</b>													

2/18/2010 - Printed Date

\* 2.999% multiplier

# Optional Services Summary - Estimate of Work Effort & Fee Proposal

PBC Project No. 200-4632  
 WGI Project No. 21010894.00  
 Job Description: ATLANTIC AVENUE WIDENING/RECONSTRUCTION

Consultant: WANTMAN GROUP, INC.  
 Date Prepared: November 24, 2009  
 From: West of Lyons Road  
 To: East of Sucky Road  
 Length: 1.00 miles

Work Element / Activity	Project Manager		Senior Engineer		Engineer		Engineer Intern		Senior CADD Technician		Total Man Hours By Activity	Salary Cost By Activity
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate		
A. Workman Group, Inc.	12	\$84.00	30	\$48.00	30	\$40.00	30	\$30.00	18	\$28.50	120	\$4,737.00
B.	0	\$84.00	0	\$48.00	0	\$40.00	0	\$30.00	0	\$28.50	0	\$0.00
C.	0	\$84.00	0	\$48.00	0	\$40.00	0	\$30.00	0	\$28.50	0	\$0.00
D.	0	\$84.00	0	\$48.00	0	\$40.00	0	\$30.00	0	\$28.50	0	\$0.00
E.	0	\$84.00	0	\$48.00	0	\$40.00	0	\$30.00	0	\$28.50	0	\$0.00
<b>Totals</b>	<b>12</b>	<b>\$792.00</b>	<b>30</b>	<b>\$1,440.00</b>	<b>30</b>	<b>\$1,200.00</b>	<b>30</b>	<b>\$900.00</b>	<b>18</b>	<b>\$513.00</b>	<b>120</b>	<b>\$4,737.00</b>

<b>Total Contract Fee Computations</b>		
Total Activity Salary Costs		\$4,737.00
1.) Overhead Additive		
2.) Combined Administrative & General & Fringe Benefits Cost (limited to PBC maximum)	167.867%	\$7,951.39
Subtotal (Salaries + Combined Overhead)		\$12,688.39
2.) Operating Margin Cost (Fixed Fee)	12%	\$1,522.61
Subtotal (Burdened Salaries + Operating Margin)		\$14,211.00
<b>BASIC LUMP SUM FEE (WGI)</b>		<b>\$14,211.00</b>
Subconsultants		
A)	0	\$0.00
C)	0	\$0.00
D)	0	\$0.00
E)	0	\$0.00
F)	0	\$0.00

<b>Total Burdened Salary Cost By Activity</b>	\$14,211.00
<b>Total</b>	\$14,211.00
<b>Subconsultant Fees</b>	
<b>Total</b>	\$0.00
<b>Optional Services</b>	
<b>Total</b>	\$0.00

<b>REIMBURSABLE EXPENSES</b>	
Permit Fees (WGI)	\$0.00
Reproduction (WGI)	\$0.00
<b>TOTAL REIMBURSABLE EXPENSES</b>	<b>\$0.00</b>
<b>OPTIONAL SERVICES</b>	
<b>TOTAL MAXIMUM LIMITING FEE</b>	<b>\$14,211.00</b>

21082010, Printed Date

*Handwritten:* \* 3.0% markup

**ATLANTIC AVENUE WIDENING/RECONSTRUCTION  
FROM WEST OF LYONS ROAD TO EAST OF STARKEY ROAD**

**Staff Hour Estimate**

WANTMAN GROUP, INC.  
2895 VISTA PARKWAY, SUITE 100  
WEST PALM BEACH, FL 33411  
(561) 687-2329

Date: November 14, 2009  
PBC No: 2004682  
WCI No: 21010994.00

**A. ROADWAY DESIGN/PLANS**

	Scale	Base of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
<b>ROADWAY PLANS</b>						
1 Key Sheet	N/A	SHT	1	2	2	Sheet assembly, Update Page Numbering
2 Typical Sections and Notes	N/A	LS	2	3	6	Update Typical to Remove 1:3 Tie Downs @ Request of LWDD
3 Summary of Quantities	N/A	SHT	2	4	8	Updates Only (Earthwork, Sodding, Guardrail, Fencing, etc)
4 Plan Sheets (Roadway & Canal)	40	SHT	16	8	128	Update to Address Changes at Helene Parcel (driveway), Baseo Airport (Remove Pipe) and Tie In to Turnpike Widening on East, Update Swales along North Side & at Begin Project to Accommodate Lighting (PBC Request), includes 1 pond sheet, if needed
5 Profile Sheets	40	SHT	0	0	0	No Changes
6 Side Road and/or Curb Return Profiles	N/A	EA	0	0	0	No Changes
7 Intersection Profiles and Grading	20	SHT	0	0	0	No Changes
8 Back of Sidewalk Profiles	N/A	SHT	0	0	0	Not Required
9 Miscellaneous Design or Construction Details	N/A	LS	1	48	48	Prepare Linear Remediation Detail for Baseo Parcel (24 hours) and Remediation Detail for Martin Parcel (24 hrs)
10 Cross Sections	20/10	EA	100	0.75	75	40 Rdwy Sections, 40 Canal Plan Sections & 20 Drainage Structure Sections (for LWDD 1:3 slopes) and Pipe Removal at Baseo
11 Update to 2010 FDOT Standards and Specifications	20/10	LS	1	100	100	Estimate based on three previous updates at 2 people for 2 weeks = 160 hours
<b>TRAFFIC CONTROL</b>						
1 Traffic Control Plans	N/A	LS	1	30	30	Misc. Updates to Reflect All Plan Changes
<b>MISCELLANEOUS TASKS</b>						
1 Quantities/Computation Books	N/A	LS	1	80	80	Revise to Reflect All Changes Rdwy & Canal Plans
2 Cost Estimates	N/A	EA	1	16	16	Final Estimate
3 Design Documentation and Data Collection	N/A	LS	1	12	12	Final Updates
4 Field Reviews	N/A	EA	2	8	16	2 x 2 people @ 4 hrs, 1 w/HDR and 1 Final Walk Thru
5 Right-of-Way Acquisition Coordination	N/A	LS	1	40	40	Coordinate w/Berry, Beltruth, Kai Chapin, Morion Rose. Respond to email requests regarding cures, review damage claims @ 20 hours. Coord. w/D-4 RW on Uniform Act Issues @ 20 hours
6 Prepare RW Sketches for Property Management	N/A	LS	1	40	40	Prepare aerial exhibits for each RW parcel w/improvements requiring demolition/Property Management oversight
<b>COORDINATION</b>						
1 Coordination with PBC Engineering	N/A	LS	1	30	30	Coordination Meetings as Needed
2 Coordination with DEP	N/A	LS	1	16	16	Effort Associated with Baseo Airport Cleanup Concurrence
3 Coordination with FDOT	N/A	LS	1	40	40	FDOT Final Coordination and Respond to Final Comments
4 Coordination with Utility Companies	N/A	LS	1	24	24	All Utility Coordination is Complete. Anticipate Questions from New FPBL Coordinator
5 Coordinate with PBC Lighting Design Consultant	N/A	LS	1	8	8	Anticipate One Final Coordination Meeting and Plan Review
6 Coordination with Subconsultants	N/A	LS	0	0	0	

**ROADWAY PHASE TOTAL**

**ATLANTIC AVENUE WIDENING/RECONSTRUCTION  
FROM WEST OF LYONS ROAD TO EAST OF STARKEY ROAD**

**Staff Hour Estimate**

WANTMAN GROUP, INC.  
2625 VISTA PARKWAY, SUITE 100  
WEST PALM BEACH, FL 33411  
(561) 487-2230

Date: November 24, 2009  
PBC No: 2004602  
WGI No: 21010994.00

**B. SIGNING & MARKING PLANS**

	Scale	Base of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
<b>SIGNING AND MARKING PLANS</b>						
1		SHT	0	0	0	Completed by Subcontractor
2		SHT	0	0	0	
3		SHT	2	4	8	Update and Finalize
4		SHT	6	2	12	Update to Current Standards and Misc. Updates
5		SHT	0	0	0	
6		LS	1	12	12	Update and Finalize
7		SHT	1	32	32	At Request of FTE
8		LS	0	0	0	

**SIGNING AND MARKING PLANS TOTAL**

**ATLANTIC AVENUE WIDENING/RECONSTRUCTION  
FROM WEST OF LYONS ROAD TO EAST OF STARKEY ROAD**

**Staff Hour Estimate**

WANTMAN GROUP, INC.  
2035 VISTA PARKWAY, SUITE 100  
WEST PALM BEACH, FL 33411  
(561) 467-2220

Date: November 24, 2009  
PBC No: 2004602  
WGI No: 21010994.00

**C. SIGNAL PLANS**

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
<b>SIGNAL PLANS</b>						
1 Key Sheet	N/A	SHT	0	0	0	
2 General Notes Sheets/Pay Items	N/A	SHT	0	0	0	All applicable notes and pay item footnotes
3 Tabulation of Quantities	N/A	SHT	1	4	4	Update and Finalize
4 Plan Sheets	1" = 40'	SHT	1	12	12	Update to Current Standards and Specifications
5 Interconnect Plans	N/A	SHT	0	0	0	
6 Street Name Sign Details	N/A	EA	0	0	0	
7 Mast Arm Detail Sheets	N/A	EA	0	0	0	
8 Service Special Point Detail	N/A	EA	0	0	0	
9 Mast Arm Tabulation Sheets	N/A	PI	0	0	0	
10 Field Review	N/A	EA	0	0	0	
11 Engineering Estimate	N/A	EA	0	0	0	Covered w/Roadway
12 Meetings	N/A	EA	0	0	0	
<b>SIGNAL PLANS TOTAL</b>					<b>16</b>	



**ATLANTIC AVENUE WIDENING/RECONSTRUCTION  
FROM WEST OF LYONS ROAD TO EAST OF STARKEY ROAD**

**Staff Hour Estimate**

WANTMAN GROUP, INC.  
2835 VISTA PARKWAY, SUITE 100  
WEST PALM BEACH, FL 33411  
(561) 687-2228

Date: November 24, 2009  
PBC No: 2004682  
WCI No: 21010994.00

**D. ENVIRONMENTAL SERVICES**

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
<b>ENVIRONMENTAL SERVICES</b>						
1		LS	0	0	0	
<b>ENVIRONMENTAL PERMITTING</b>						
1		LS	1	120	120	Process Final LWDD Permit, Permit for Signal Foundations & Coord. (40 hours) and Process Permit Mat and Associated Cais due to Reveed Ponds on PUD (80 hours)
2		LS	0	0	0	
3		LS	0	0	0	
4		LS	1	28	50	Coordination with DEP on Martin Parcel regarding contamination. Anticipated 2 Meetings @ 4 hrs each x 2 people = 34 Hours to Respond to DEP requests/questions.
5		LS	1	24	24	Re-write contamination section regarding change to contamination approach & coord. With FHWA Area Engineer.
6		LS	1	50	50	
<b>MEETINGS</b>						
1		LS	0	0	0	
<b>ENVIRONMENTAL SERVICES TOTAL</b>						

**ATLANTIC AVENUE WIDENING/RECONSTRUCTION  
FROM WEST OF LYONS ROAD TO EAST OF STARKEY ROAD**

**Staff Hour Estimate**

WANTMAN GROUP, INC.  
1085 VISTA PARKWAY, SUITE 100  
WEST PALM BEACH, FL 33411  
(561) 497-2220

Date: November 24, 2009  
PBC No: 2004602  
WGI No: 21010994.00

**OPTIONAL SERVICES**

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
<b>A. DRAINAGE DESIGN FOR POND SITE</b>						
1		SH/T	0	0	0	Not Required
2		LS	0	0	0	Not Required
3		LS	0	0	0	Not Required
<b>DRAINAGE DESIGN FOR POND SITE TOTAL</b>					0	
<b>B. POST DESIGN SERVICES</b>						
1		LS	1	120	120	
<b>POST DESIGN TOTAL</b>					120	

**ATLANTIC AVENUE WIDENING/RECONSTRUCTION  
FROM WEST OF LYONS ROAD TO EAST OF STARKEY ROAD**

**Reimbursable Expense Summary**

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

Date: November 24, 2009  
PBC No: 2004602  
WGI No: 21010994.00

COPIES (11"x17")					
AGENCY	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Palm Beach County - Roadway	6	75	450	5	✓ 2250
Palm Beach County - Traffic (Incl. in Roadway)	0	0	0	0	0
Utility Coordination (Initial)	15	75	1125	1	✓ 1125
Utility Coordination (Final)	10	75	750	1	✓ 750
SFWM	5	75	375	2	✓ 750
Florida's Turnpike Enterprise (FTE)	5	75	375	2	✓ 750
NPBCID	5	75	375	2	✓ 750
FDOT - District IV	5	75	375	2	✓ 750
<b>TOTAL SHEETS</b>					✓ 7125
<b>PRICE PER SHEET</b>					\$0.30
<b>BLUEPRINT TOTAL COST</b>					✓ \$2,137.50

COPIES (8-1/2"x 11")					
ELEMENT	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Miscellaneous Correspondence	1	5000	5000	1	✓ 5000
Reports	10	250	2500	4	✓ 10000
Design Notebook	1	200	200	5	✓ 1000
<b>TOTAL SHEETS</b>					✓ 16000
<b>PRICE PER SHEET</b>					\$0.15
<b>COPIES TOTAL COST</b>					✓ \$2,400.00

<b>REIMBURSABLE EXPENSE TOTAL</b>					✓ \$4,537.50
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## Man-Hour Estimate - West Atlantic Avenue Property Management

Project FM No. 229658-3-62-01

Property Management	\$171.00	\$83.93	\$0.00	\$0.00
<b>Job Classification:</b>	Joe Thompson	Steven Custer		
<b>Activity</b>	Project Manager	Property Mgmt. Agent		<b>Total</b>
QC Plan	50			50
Initial Inspection/Inventory		40		40
Project Status Report	25			25
Advertise/Selection/Oversight survey & abatement	20	150		170
120 Day Inspections	2	24		26
Meetings	32			32
<b>Total per Classification</b>	\$22,059	\$17,961	\$0	\$0
Staff-hour Distribution %	38%	62%	0%	0%

**Instructions & Assumptions:**

Fee quote includes parcels 804, 806, 808, 810, 814, 815, 816, 817, 819, 13, 25, 801, 26, 802, 24, 24A, 100, 101, 102, 800  
 Assumes Palm Beach County will contract directly with asbestos survey and abatement contractors  
 Assumes Palm Beach County will pay for advertisements for contractors  
 Fee quote is for property management services only. No relocation services are included.  
 Assumed demolition is part of the bid given by the contractor constructing the road

<u>QC Plan</u>	50 hours	Inspection
<u>Initial Inspection/Inventory</u>	10 hours	Inspection
	30 hours	Forms preparation and documentation, QC review
<u>PSR</u>	10 hours	Initial preparation of form and loading project information
	15 hours	Monitor and report monthly
<u>Advertise/Select</u>	46 hours	Prepare scope of services and other bid package documents, coordinate with County Purchasing Department
	4 hours	Place ads in local newspaper
	6 hours	Send out bid packages to potential bidders
	10 hours	Attend and conduct pre-bid meeting
	3 hours	Respond to post meeting questions
	2 hours	Open and post bids
	4 hours	Process contracts for signatures
	10 hours	Monitor progress and QC of all bid package documents (JT)
	85 hours x 2 pkgs. = 170 hours	
<u>120-Day Inspections</u>	2 hours	Review of inspection results (JT)
	24 hours	Three 8-hour trips to project site
<u>Meetings</u>	24 hours	Three 8-hour trips (attendance & preparation)
	8 hours	Four 2-hour meetings by phone (attendance & preparation)



221 Hobbs Street, Suite 108  
Tampa, Florida 33619  
(813) 684-4400 Phone  
(813) 383-0323 Fax

December 14, 2009

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

**Subject: Work Plan and Cost Proposal  
Remediation Plan Preparation  
Atlantic Avenue Reconstruction  
Delray Beach, Palm Beach County, Florida**

Dear Mr. Wantman:

WRS Infrastructure and Environment, Inc., d/b/a WRScompass (WRS) is pleased to submit the following work plan and cost proposal to perform the work described below for the Atlantic Avenue Reconstruction Project in Delray Beach, Palm Beach County, Florida. WRS has reviewed the assessment data presented by HSA Engineers & Scientists (HAS) and met with the Wantman Group, Palm Beach County and the Florida Department of Transportation (FDOT). This work plan and associated cost estimate is based on information obtained from HSAs assessment and topics discussed during the various meetings.

#### **Proposed Scope of Work**

**Task 1:** WRS will prepare a plan for the proposed remediation activities to be performed within the LWDD canal easement on the south side of Atlantic Avenue and north of the Southern Crop Services Site. The specific items that will be addressed and included in the remediation plan are as follows:

- Summarization and evaluation of all of the field assessment data and analytical results obtained by HSA. Formulation of detailed conclusions and recommendations based on this data.
- Identification of the limits of the proposed excavation both vertically and horizontally based on the previously obtained assessment and analytical data. The proposed excavation limits will be presented utilizing maps and figures detailing the exact boundaries of the excavation as well as cross sections for vertical details as needed.
- Details of the material and proposed procedure for the installation of the liner on the southern boundary of the LWDD Canal Easement adjacent to the Southern Crop Services property boundary.
- Details of the installation of the storm drainage features to be placed in the area of concern after excavation activities are completed.
- Details of engineering control measures that will be instituted during all remediation

Mr. David Wantman  
Wantman Group, Inc.  
December 10, 2009  
Page 2 of 2

activities including dust control, erosion control, air monitoring, dust monitoring and traffic control.

- Details of the proposed transportation and disposal of excavated material to comply with all regulatory requirements.
- Details of proposed groundwater control and storm water runoff control during excavation and drainage installation activities.

All of the above remediation plan specifications will follow all State and local guidelines and will address all concerns and issues previously expressed by FDOT, FDEP and Palm Beach County.

#### Terms and Conditions

WRS is prepared to provide the ~~specified services~~ for a lump sum amount of twenty-four thousand five hundred twenty-five dollars (\$24,525.00). The pricing will be billed in accordance with the rates detailed in the attached cost estimate spreadsheet.

We appreciate the opportunity to provide this work plan and cost proposal. If you have any questions or require additional information, please contact the undersigned at 813-684-4400.

Sincerely,

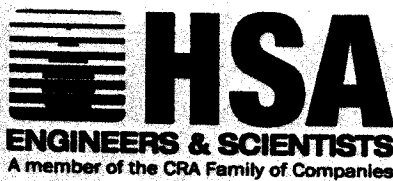
**WRSScompass**

Andy Hooper  
Transportation Business Line Manager

Scott Lehr  
Project Manager

**ATTACHMENT A**  
**COST ESTIMATE**  
**WANTMAN GROUP - ATLANTIC AVENUE RECONSTRUCTION**  
**DELRAY BEACH, PALM BEACH COUNTY, FLORIDA**  
**WRS INFRASTRUCTURE & ENVIRONMENT, INC., d/b/a WRSCOMPASS**

ITEM NO.	DESCRIPTION	CATEGORY	QUANTITY	UNITS	UNIT COST	TOTAL COST
<b>TASK - Preparation of Remediation Plan</b>						
<b>LABOR</b>						
	Contract Manager (Andy Hooper)		15	Hours	\$ 140.00	\$ 2,100.00 ✓
	Project Manager (Scott Lehr)		120	Hours	\$ 120.00	\$ 14,400.00 ✓
	Senior Scientist (PE/PG)		25	Hours	\$ 85.00	\$ 2,125.00 ✓
	Project Scientist		40	Hours	\$ 70.00	\$ 2,800.00 ✓
	CAD/GIS Specialist		40	Hours	\$ 50.00	\$ 2,000.00 ✓
	Clerical		20	Hours	\$ 40.00	\$ 800.00 ✓
	<b>TOTAL LABOR</b>					<b>\$ 24,225.00</b>
<b>EQUIPMENT</b>						
	Pickup Truck		4	Days	\$ 75.00	\$ 300.00 ✓
	<b>TOTAL EQUIPMENT</b>					<b>\$ 300.00</b>
	<b>TASK TOTAL</b>					<b>\$ 24,525.00</b>



December 9, 2009

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

Attention: *Mr. Greg Griffith*  
*Environmental Services Manager*

Subject: **PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES**  
**Former Basso Airport (aka Southern Crop Services) and Sandy Martin Parcel**  
**Atlantic Avenue Widening**  
**Delray Beach, Palm Beach County, Florida**  
**HSA Project Number 602-1453-00**

Dear Mr. Griffith:

HSA Engineers & Scientists (HSA) is pleased to provide you the following scope of work for environmental consulting services at the above referenced sites. Over the past several months, HSA has been conducting soil testing in the vicinity of the Southern Crop and Sandy Martin parcels. Results of the soil testing were received and summary reports are being prepared. It is HSA's understanding that Palm Beach County recently undertook responsible for additional work required for the road widening project referenced above. As such, HSA is providing the following proposed scope of work and cost estimate for environmental consulting services.

#### **PROPOSED SCOPE OF WORK**

As a result of the recent site review meeting held at the office of Palm Beach County, a soil assessment summary and excavation plan will be required by the Florida Department of Transportation (FDOT) for the Southern Crop Site. The summary report will include detailed sampling information along with the results of recent laboratory analysis. The report will also include excavation plans for areas along the existing right of way and intended canal relocation areas.

[www.hsa-env.com](http://www.hsa-env.com)

4019 East Fowler Avenue / Tampa, Florida 33617

Tel: (813) 971-3882 / Fax: (813) 971-1862

Tampa • Orlando • Fort Myers • West Palm Beach • Pensacola • Savannah • Charleston • Hilton Head

Client Focused

Solution Oriented

Quality Driven





Similarly, HSA will prepare an Interim Source Removal (ISR) Plan for the Sandy Martin site in accordance with Chapter 62-780, Florida Administrative Code (FAC). The ISR Plan will include detail soil sampling procedures along with analytical results. The Plan will present an excavation plan for arsenic related impacts and will be submitted to the Florida Department of Environmental Protection (FDEP) Southeast District office.

#### **COST ESTIMATE**

The costs for finalizing the soil assessment summary report for Southern Crop and the ISR Plan for Sandy Martin are estimated at \$5,960 (see Table 1). The costs include report preparation, client communication, and one regulatory meeting (if required). The proposed costs are estimates based on HSA's understanding of the needs of this project and our experience at similar sites. All work and invoicing will be in accordance with HSA's Standard Terms and Conditions. HSA is prepared to initiate the proposed scope of work immediately upon receipt of your notice to proceed.

Should you have any questions, please feel free to contact us at (813) 971-3882.

Sincerely,  
HSA Engineers & Scientists

Brian Moore, P.E.  
Environmental Program Manager

Reporting	Report Preparation	Professional Engineer	\$125.00	24	✓	\$3,000.00
	Report Preparation	CADD Design	\$55.00	10	✓	\$550.00
	Report Preparation	Administrative	\$40.00	4	✓	\$160.00
	Client Communication	Professional Engineer	\$125.00	8	✓	\$1,000.00
	Site Review Meeting	Professional Engineer	\$125.00	10	✓	\$1,250.00

## SHEITELMAN | LAW

January 27, 2010

VIA EMAIL - david.wantman@wantmangroup.com

Wantman Group, Inc.  
Attn: David Wantman, President  
2035 Vista Parkway, Suite 100  
West Palm Beach, Florida 33411

Re: Proposal to provide legal support services to the Wantman Group, Inc. in connection with Palm Beach County's design, permitting, right-of-way acquisition and construction of Atlantic Avenue

Dear David:

Please accept this letter as Sheitelman Law P.A.'s (the "Firm") proposal for providing legal support services to the Wantman Group, Inc. ("WGI") as a sub-contractor under WGI's contract with Palm Beach County ("PBC") in connection with PBC's design, permitting, right-of-way acquisition and construction of Atlantic Avenue.

The Firm agrees to provide up to 40 hours of general legal support services to WGI for a fee of \$10,000 as a sub-contractor under WGI's contract with PBC in connection with PBC's design, permitting, right-of-way acquisition and construction of Atlantic Avenue. Invoices for services performed will be sent on a monthly basis and are payable upon receipt.

If the foregoing proposal is acceptable to WGI, please counter-sign below indicating such acceptance and return the counter-signed proposal to my attention. If you have any questions, please feel free to contact me at your convenience.

Sincerely,

Sheitelman Law P.A.

  
Michael S. Sheitelman

ACCEPTED this \_\_\_\_ day of January, 2010.

Wantman Group, Inc.

By: \_\_\_\_\_  
David Wantman, President

02/23/2010

Engineering & Public Works Roadway Production

# PARTICIPATION FOR MWBE/SBE CONSULTANTS Contract

Project Name: West Atlantic Avenue - W. of Lyons Road to

Project No.: 2004602

Prime Consultant: Wastman Group, Inc.

Prime Contact Person:

Telephone No.: (561) 987-2220

Resolution Date: 04/20/2010

Res #: R2010-

Department: Engineering & Public Works

Name / Address / Telephone of Minority Sub-Consultant	Type / Description of Work Performed by Sub-Consultant	Contract Dollar Amount for Sub-Consultant				
		Black	Hispanic	Other	Women	White Male
		0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0.00

MWBE

SBE

Total MWBE 0.00 0.00 0.00 0.00 0.00

%

Total SBE 0.00 0.00 0.00 0.00 0.00

%

Total Contract Amount of Authorization 232,369.43

Client#: 5436

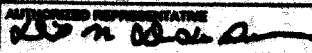
WANTGRO2

<b>ACORD - CERTIFICATE OF LIABILITY INSURANCE</b>		DATE (MM/DD/YYYY) 10/23/2000
<b>PRODUCER</b> ISU Suncoast Insurance Assoc P.O. Box 22668 Tampa, FL 33622-2668 813 288-5280	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Wantman Group, Inc. 2035 Vista Parkway Suite 109 West Palm Beach, FL 33411-2719	<b>INSURERS AFFORDING COVERAGE</b>	
	INSURER A: XL Specialty Insurance Company	NAIC # 37885
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR  GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED EQUIPMENT \$ MED EXP (Per person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (No accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
<b>UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STAT. TORT LIMITS \$ LTD. BEN. \$ EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
<b>A Other Professional Liability</b>	DPR0000370	07/01/00	07/01/10	\$1,000,000 per claim \$4,000,000 annl aggr.

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Professional Liability is written on a claims made and reported basis.  
 For all projects in Palm Beach County  
 Professional Liability Retroactive Date is 07/01/1991

<b>CERTIFICATE HOLDER</b> Palm Beach County c/o Engineering Department 2300 N. Jog Road, 3rd Floor West Palm Beach, FL 33411-2745	<b>CANCELLATION 10 Days for Non-Payment</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL endeavor to MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ISSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
---	---

# ACORD CERTIFICATE OF LIABILITY INSURANCE

Cert ID 63449

DATE (MM/DD/YYYY)

10/28/2009

**PRODUCER**  
Wells Fargo Ins Services Southeast, Inc.  
2054 Vista Parkway  
West Palm Beach FL 33411-2718  
(561) 655-5500 (561) 655-5509

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
Wentman Group, Inc.  
2035 Vista Parkway, Suite 100  
West Palm Beach FL 33411

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FVA Mutual Ins Co	10385
INSURER B: Sentinel Insurance Company, Lt	11000
INSURER C: Commerce & Industry Insurance	19410
INSURER D: Old Dominion Insurance Company	
INSURER E:	

## COVERAGES

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

DESCRIPTION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blkt Addl Insured GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	BPG0294B Per Loc Aggregate	10/18/2009	10/18/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	210ENJ80971	10/10/2009	10/10/2010	COMBINED SINGLE LIMIT (No deduct) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	<input checked="" type="checkbox"/> UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	EB0066694315	10/18/2009	10/18/2010	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WC840-0022764-2009A	9/18/2009	9/18/2010	<input checked="" type="checkbox"/> INC STATE-TORT LIMITS <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE - POLICY LIMIT \$ 1,000,000

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

**GENERAL LIABILITY:**  
Includes Blanket Additional Insureds when required by written contract including completed operations. Broad Form Property Damage, Contractual Liability.

**CANCELLATION:**

### CERTIFICATE HOLDER

Palm Beach County  
c/o Engineering Department  
2300 N. Jog Road, 3rd Floor  
West Palm Beach FL 33411-2745

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*BRC*

ACORD 25 (2001/08)

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**DESCRIPTION OF OPERATIONS SECTION CONTINUED**

DATE  
10/20/2009

**CERTIFICATE HOLDER:**

Palm Beach County  
c/o Engineering Department  
2300 N. Jog Road, 3rd Floor  
West Palm Beach FL 33411-2745

**INSURED:**

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

**DESCRIPTION OF OPERATIONS CONTINUED:**

The companies will not allow us to strike the words "endeavor to" and "But failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives" from the cancellation clause shown on the certificate.

10 days notice of cancellation shall apply in the event of nonpayment of policy premiums. Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees and Agents are included as "additional insureds" with respects to the General Liability and Auto Liability, for all projects in Palm Beach County

ID	Task Name	Duration	Start	Finish	Days	Start	Finish
1	Anticipated Notice to Proceed	0 days	Thu 4/15/10	Thu 4/15/10		Thu 4/15/10	Thu 4/15/10
2	100% Plan Submitted to applicant	22 days	Thu 4/15/10	Thu 5/14/10		Thu 4/15/10	Thu 5/14/10
3	Submit 100% plans to LAMCO	1 day	Thu 5/13/10	Thu 5/13/10		Thu 5/13/10	Thu 5/13/10
4	Receive 100% plan review com	12 days	Mon 5/17/10	Mon 5/31/10		Mon 5/17/10	Mon 5/31/10
5	Final Plan Submitted	10 days	Wed 6/2/10	Wed 6/16/10		Wed 6/2/10	Wed 6/16/10

Project: Atlantic Ave 6-Lanes to Starkey	Task	Progress	Summary	External Tasks	Deadline
Dist: Wad 2/24/10	Split	Milestones	Project Summary	External Milestones	