

Agenda Item #: 3-C-7

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	July 20, 2010	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing
Department:					
Submitted By:	Engineering & Public Works Department				
Submitted For:	Roadway Production Division				

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an Agreement with Wantman Group, Inc., in the amount of \$52,714.28 for professional services for the preparation of a conceptual drainage design for West Atlantic Avenue from Florida's Turnpike to Jog Road. This Agreement was approved on April 26, 2010 by the County Engineer, as a delegated authority in accordance with the Purchase Code.

SUMMARY: This Agreement is being submitted as a receive and file agenda item for the Clerk's Office to note and receive.

District 5 (PK)

Background and Justification: On April 26, 2010, the County Engineer approved an Agreement in the amount of \$52,714.28, with Wantman Group, Inc., to provide professional services required to prepare design plans and construction bid documents for West Atlantic Avenue from Florida's Turnpike to Jog Road project. This receive and file agenda item was prepared to provide the Agreement to the Clerk's Office for placement in the public record.

Attachments:

1. Location Map
2. Agreement

Recommended by: _____

Division Director **Date**

Approved By: S. T. Webb 7/7/10
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	<u>\$63,260</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$63,260</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 3500 Dept 361 Unit 1085 Object 6551

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
W Atlantic Ave/W of Lyons Rd to E of Fla Turnpike
Developer Contributions

Task Authorization	
Basic Services	\$50,644.28
Reimbursable Services	<u>\$ 2,070.00</u>
Total Authorization	<u>\$52,714.28</u>
Staff Costs	
Roadway Production	<u>\$10,545.00</u>
Fiscal Impact	<u>\$63,259.28</u>

C. Departmental Fiscal Review: *Shirley White*

III. REVIEW COMMENTS

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

 [Signature] 6/30/10
OFMB

 Ann J. Jacobson 6/30/10
Contract Dev. and Control

B. Approved as to Form
and Legal Sufficiency:

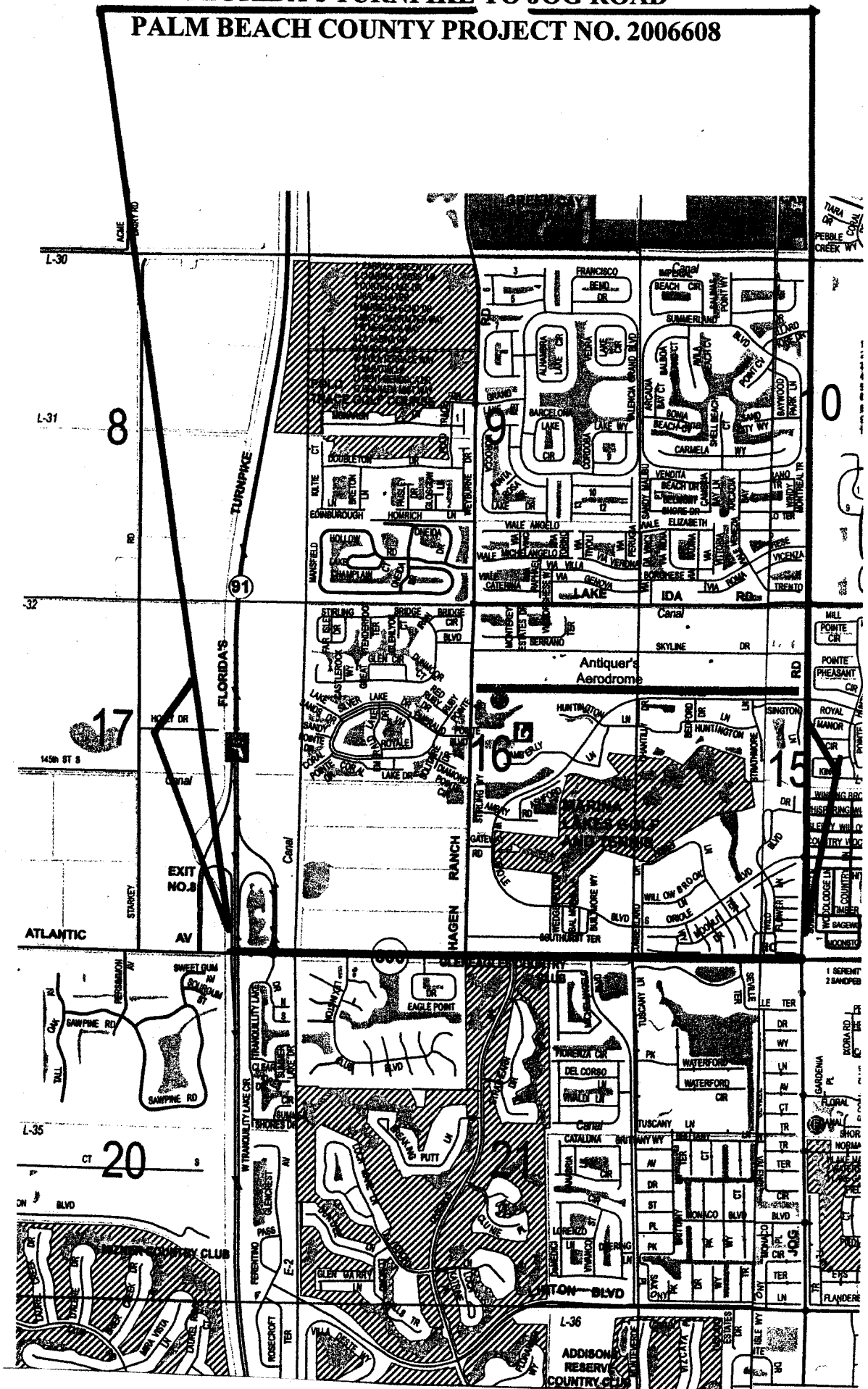
 Paul F. [Signature] 7/6/10
Assistant County Attorney

C. Other Department Review:

Department Director

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

WEST ATLANTIC AVENUE
FLORIDA'S TURNPIKE TO JOG ROAD
PALM BEACH COUNTY PROJECT NO. 2006608



LOCATION SKETCH



Department of Engineering
and Public Works

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

www.pbcgov.com

Palm Beach County
Board of County
Commissioners

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Shelley Vana

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Priscilla A. Taylor

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"



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April 26, 2010

Wantman Group, Inc.
2035 Vista Parkway, Suite 100
West Palm Beach, FL 33411
Attention: Mr. David Wantman, P.E., President

RE: WEST ATLANTIC AVENUE
FLORIDA'S TURNPIKE TO JOG ROAD
PALM BEACH COUNTY PROJECT NO.: 2006608
NEW PROJECT AGREEMENT
ACCT. NO.: 3500-361-1085-6551 COMMISSION DISTRICT: 5

Dear Mr. Wantman,

This letter serves as your "Notice to Proceed" with the Professional Services for the above referenced project, which was approved by the County Engineer on April 26, 2010. Please note that the Agreement requires separate specific authorization from the County prior to proceeding with any Optional Services.

Compensation for these services are approved as follows, and are not to be exceeded without authorization from Palm Beach County: **Basic Services** (Lump Sum) \$50,644.28; **Reimbursable Services** (Not to Exceed) \$2,070.00; for a total amount of \$52,714.28.

Final completion of services under this authorization shall be performed in an expeditious manner so as not to impact the current schedule, or as otherwise requested by the County in writing.

If you have any questions, please contact David Young, P.E., Special Projects Manager at 561/684-4149.

Sincerely,

David Young, P.E., Special Projects Manager
Roadway Production Division

DY:jd

Attachment

cc: Administrative Services, Fiscal (NTP)
Contract Development & Control
Finance Department
CCNA File (w/original)
Roadway Project File

cc: Omelio A. Fernandez, P.E., Director, Roadway Production Division
David Young, P.E., Special Projects Manager, Roadway Production Division
Maroun Azzi, P.E., Project Engineer, Roadway Production Division
Jorge Hernandez, TA III, Roadway Production Division
Rose Ann Clements, TA II, Roadway Production Division

F:\ROADWAY\CCNA\2006\2006608\NTP.doc

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

This is an Agreement made as of April 26, 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 6-lane roadway on **West Atlantic Avenue from Florida's Turnpike to Jog Road, Project No. 2006608** (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 \$50,644.28 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 2.98 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 \$2,070.00 without additional authorization from the COUNTY.

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

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

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

5.2. **Payments**

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

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

5.2.3 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, 3rd 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 14, 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.

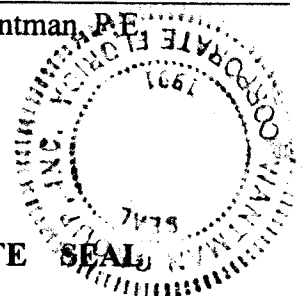
IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day and year first above written.

OWNER:
Palm Beach County, Florida

BY: *George T. Webb*
George T. Webb, P.E.
County Engineer

CONSULTANT:
Wantman Group, Inc.

BY: *David Wantman*
David Wantman, P.E.
President



CORPORATE SEAL

Dawn Marie Cox
(Signature)
Dawn Marie Cox

BY: *Kathleen Fontaine*
(Print Name)

Kathleen Fontaine
(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

⁸²⁴
BY: *Donna A. Farnsworth*

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: *Paul F. [Signature]*
Assistant County Attorney

EXHIBIT "A"



Wantman Group, Inc.

Engineering ♦ Planning ♦ Surveying ♦ Environmental

April 7, 2010

David L. Young, P.E.
Special Projects Manager
Palm Beach County
Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road
West Palm Beach, Florida 33411-2745

*Scope & Fee OK,
DLY
4-7-10*

**RE: ATLANTIC AVENUE ROADWAY WIDENING
FROM WEST OF FLORIDA'S TURNPIKE TO EAST OF JOG ROAD
POND DESIGN AND PERMITTING CONTRACT
WGI No. 20610601.01**

Dear Mr. Young:

Wantman Group, Inc. (WGI) is pleased to submit our proposal for the referenced project. The anticipated scope and corresponding fee are outlined below.

I. DESCRIPTION

Proposed widening of Atlantic Avenue, from Florida's Turnpike northbound entrance to Jog Road, will necessitate stormwater treatment and attenuation ponds. The general improvements include widening Atlantic Avenue from a 4-lane divided suburban roadway to a 6-lane divided urban roadway for a distance of approximately 1.6 miles.

Currently, Atlantic Avenue is a 4-lane divided suburban roadway with two 12-foot travel lanes in each direction, located within a 120-foot right-of-way.

II. OBJECTIVES

The Wantman Group, Inc. (Design Team) shall utilize the current 6-lane roadway roadway layout (dated 12-23-09) that establishes the anticipated roadway footprint to footprint to design treatment and attenuation drainage ponds and define right-of-way needs. This effort does not include permit submittals. Elements of work shall include:

- A. Refine Roadway Layout (as needed)
- B. Drainage Plans/Design

III. SCOPE OF SERVICES

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

A. ROADWAY LAYOUT

The roadway design phase includes the following:

1. Roadway plans, for permit pre-application, will be refined in accordance with the Florida Department of Transportation (FDOT) and Palm Beach County (PBC) standards to provide all elements necessary to accommodate the scope of work outlined in Section I.

WGI associates will attend all necessary meetings (up to seven (7): one (1) PBC, one (1) FDOT, (1) one SFWMD, one (1) Terranova, one (1) GL Homes, two (2) LWDD) required to coordinate pond design for this project. Any additional meetings will be billed at our hourly rates as an additional service.

B. DRAINAGE PLANS/DESIGN

The drainage design and associated plans will be prepared in substantial conformance with SFWMD and LWDD criteria. A complete drainage report with all documentation and associated calculations will be prepared.

One (1) meeting before the LWDD board and associated exhibits and preparation of board appearance request forms are included with this contract.

It is anticipated that two (2) separate, joint-use and relocatable ponds will be designed for the Atlantic Avenue stormwater. One pond, accommodating approximately 5.75 ac of Atlantic Avenue, will be sized and located within the Atlantic Commons site in accordance with their Development Order conditions to address Atlantic Avenue along their frontage. Another pond, accommodating approximately 7.13 ac of Atlantic Avenue, will be sized and located within the Terranova site in accordance with their Development Order conditions to address Atlantic Avenue along their frontage. Our analysis will increase the pond size for the Terranova site to accommodate the remaining added impervious area (beyond

the limits of the Terranova and Atlantic Commons frontage) from the proposed 6-lane improvements to Atlantic Avenue.

Published New Stormwater Rules will be used to establish the treatment/attenuation requirement for all ponds.

C. ENVIRONMENTAL PERMITTING

Is not included with this contract.

Note:

Canals and irrigation furrows within the pond sites as well as any vegetated/wooded islands located within the project limits are considered jurisdictional wetlands by the U.S. Army Corps of Engineers (USACE) and as such will require mitigation for any impacts. These wetlands lie within a Core Foraging Area (CFA) of the federally endangered Wood Stork (*Mycteria americana*) and will therefore require Section 7 consultation with the U.S. Fish & Wildlife Service (USFWS) prior to any permit issuance.

Excavation of any stormwater pond facilities within unincorporated Palm Beach County will require a Littoral Zone Planting (Excavation) permit from the Palm Beach County Department of Environmental Resources Management (PBC ERM).

D. DESIGN SURVEY

Is not included with this contract.

An assumed ground elevation will be used for the pond design based on existing WGI survey or information obtained from Terranova and/or Atlantic Commons.

IV. REIMBURSABLE EXPENSES

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

All subconsultant fees as outlined in this Scope of Services are also reimbursable expenses.

V. GENERAL REQUIREMENTS FOR WORK

A. DESIGN TEAM'S SCHEDULE OF ACTIVITIES

Within ten (10) days of a written Notice to Proceed, the Design Team shall provide a schedule of project milestones. For purposes of scheduling, the Design Team will allow two (2) weeks review time for each of two (2) Plan Submittals. This schedule shall be updated and resubmitted for PBC approval throughout the course of the project as requested.

B. PHASE REVIEWS

Interim Plan Submittals will include the following:

- Five (5) sets of 11"x17" plans

VI. PBC RESPONSIBILITIES

PBC shall provide the Design Team with adequate information regarding requirements for the project including a construction schedule, budgetary requirements, and any existing PBC files, plans, and/or other engineering information deemed appropriate.

The location of existing right-of-way lines within Atlantic Commons and Terranova encompassing the pond sites will be determined; however, PBC will provide title searches and/or deeds of ownership as needed.

PBC shall review any documents submitted by the Design Team requiring FDOT or Palm Beach County's decision and shall render any required decision pertaining thereto.

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

PBC'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 FDOT's construction program and intent. No review of such documents shall relieve the Design Team of its responsibility for the accuracy, adequacy, or suitability and coordination of its work product.

PBC shall designate in writing a representative to represent them 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 two (2) months from the date of the Letter of Authorization.

VIII. PROFESSIONAL FEES

All fees with the exception of direct expenses are lump sum.

Design Services

- | | |
|----------------------------|-------------|
| 1. Refine Roadway Layout | \$17,754.69 |
| 2. Drainage Plans & Design | \$32,889.59 |

SUBTOTAL DESIGN SERVICES	<u>\$50,644.28</u>
---------------------------------	---------------------------

Construction Services

- | | |
|---|----|
| 1. Construction Administration (Post Design Services) | NA |
|---|----|

TOTAL FEE (LUMP SUM)	<u>\$50,644.28</u>
-----------------------------	---------------------------

Direct Expenses

Direct expenses associated with this project will be paid by PBC. However, at the client's request, WGI will pay direct expenses in advance and then reimbursed by PBC via invoice. The following table includes anticipated expenses which are not included in the lump sum price.

AGENCY / EXPENSE ITEM	ESTIMATED COST
Copies and Miscellaneous Expenses	\$2,070
Total	\$2,070

IX. PAYMENT SCHEDULE

- ☐ All work invoiced monthly as work progresses.

Mr. David Young
April 20, 2010
Page 6 of 6

X. ANTICIPATED SCHEDULE OF ACTIVITIES

- ☐ Submit Plans and Drainage Design Documentation to PBC for review: four (4) weeks from NTP.
- ☐ Allow two (2) weeks for PBC review.
- ☐ Submit Plans and Drainage Design Documentation to PBC for review: eight (8) weeks from NTP.

At the client's direction, reproduction costs for the construction plans may be charged directly to the client by the printer or be invoiced through our office at our current rates. In addition, all fees are contingent upon a single design effort. Changes to the roadway typical section, alignments, drainage, or project length will be negotiated separately or billed at our hourly rates as stipulated in our standard rate schedule.

Respectfully submitted,
WANTMAN GROUP, INC.



David Wantman, P.E.
Vice-President

Accepted By: _____
Mr. David Young

Title: _____
Special Projects Manager

Date: _____

cc: File 20610604.01 (A.7)

T:\604 Atl_Tpk_to_Jog\20660400\admin\Contract_Schedule\010_Contract_Atlantic_TpktoJog_Design.doc

EXHIBIT "B"

Master Summary - Estimate of Work Effort & Fee Proposal

PBC Project No.: 2006608
WGI Project No.: 20610604.01
Job Description: Atlantic Ave. Ponds and Permitting

Consultant: WANTMAN GROUP, INC.
Date Prepared: February 22, 2010
From: W of FL Turnpike
To: E of Jog Road
Length: 2.0 MILES

Work Element / Activity	Project Manager				Senior Engineer		Engineer		Senior CADD Technician				Total Man Hours By Activity	Salary Cost By Activity
	Man Hours	Hourly Rate			Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate				
A. ROADWAY PLANS	21	\$50.94			55	\$47.41	55	\$38.20	6.84	\$26.50			137.84	\$5,959.55
B. DRAINAGE PLANS & DESIGN	38	\$50.94			102	\$47.41	102	\$38.20	14.03	\$26.50			256.03	\$11,039.74
C.	0	\$50.94			0	\$47.41	0	\$38.20	0	\$26.50			0	\$0.00
D.	0	\$50.94			0	\$47.41	0	\$38.20	0	\$26.50			0	\$0.00
Totals	59	\$50.94			157	\$47.41	157	\$38.20	20.87	\$26.50			393.87	\$16,999.29
<div> <div> Total Burdened Salary Costs By Activity A. ROADWAY PLANS \$17,754.89 B. DRAINAGE PLANS & DESIGN \$32,889.60 C. 0 \$0.00 D. 0 \$0.00 Total \$50,644.29 </div> <div> Survey Fees A. \$0.00 B. \$0.00 C. \$0.00 D. \$0.00 Total \$0.00 </div> <div> Optional Services A. POST DESIGN SERVICES (40 HRS @ 43.1345/hr + OH + OMC) \$0.00 \$0.00 Total \$0.00 </div> <div> Permit Fees A. \$0.00 B. \$0.00 C. \$0.00 Total \$0.00 </div> </div>														
<div> NOTES: <i>* 2.9792% multiplier</i> </div>														
2/22/2010 . Printed Date														

Total Contract Fee Computations	
Total Activity Salary Costs	\$16,999.29
1.) Overhead Additives	
a.) Combined Administrative & General Fringe Benefits Cost (limited to PBC maximum)	166.00% \$28,218.82
Subtotal (Salaries + Combined Overhead)	\$45,218.11
2.) Operating Margin Cost (Fixed Fee)	12% \$5,426.17
Subtotal (Burdened Salaries + Operating Margin)	\$50,644.28
BASIC LUMP SUM FEE (WGI)	\$50,644.28
a)	\$0.00
b)	\$0.00
TOTAL LUMP SUM FEE	\$50,644.28

REIMBURSABLE EXPENSES	
1) Permit Fees	\$0.00
2) Reimbursables	\$2,070.00
a)	
b)	
TOTAL REIMBURSABLE EXPENSES	\$2,070.00

OPTIONAL SERVICES	\$0.00
TOTAL MAXIMUM LIMITING FEE	\$52,714.28

**ATLANTIC AVENUE
FROM WEST OF FLORIDA'S TURNPIKE TO EAST OF JOG ROAD**

Manhour Estimate

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

Date: February 22, 2010
PBC No: 2006608
WGI No: 20610604.01

A. ROADWAY PLANS

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
ROADWAY PLANS						
1	N/A	SHT	1	0	0	
2	10	LS	6	0	0	
3	N/A	LS	0	0	0	
4	N/A	LS	0	0	0	
5	40	SHT	29	2	58	19 Plan sheets @ 1 hr EA clean-up and 10 profile sheets @ 1 hr EA for permitting only.
6	40	LOC	0	0	0	
7	40	SHT	0	0	0	
8	40	SHT	0	0	0	
9	N/A	LS	0	0	0	
10	40	EA	166	0.24	40	106 roadway sections, adjust to reflect LWDD/PBC, FDOT refinements, to establish R/W needs, 53 L-34 canal @ 100', 7 E-2 canal @ 50'. 2 sections /sheet.
11	40	EA	0	0	0	
12	N/A	LS	0	0	0	
13	N/A	LS	0	0	0	
MISCELLANEOUS TASKS						
1	N/A	LS	0	0	0	
2	N/A	EA	0	0	0	
3	N/A	LS	0	0	0	
4	N/A	LS	4	10	40	Assume 2 sets of 2-24"x60" exhibits for hwd & PBC @ 8 hr EA
5	N/A	EA	0	0.0	0.0	
COORDINATION						
1	N/A	LS	0	0	0	
2	N/A	LS	0	0	0	
4	N/A	LS	0	0	0	
5	N/A	LS	0	0	0	

ROADWAY PHASE TOTAL

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**ATLANTIC AVENUE
FROM WEST OF FLORIDA'S TURNPIKE TO EAST OF JOG ROAD**

Manhour Estimate

WANTMAN GROUP, INC.
2035 VISTA PARKWAY, SUITE 100
WEST PALM BEACH, FL 33411
(561) 687-2120

Date: February 22, 2010
PBC No: 2006608
WGI No: 20610604.01

B. DRAINAGE PLANS/DESIGN

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
DRAINAGE ANALYSIS AND DESIGN						
1 Design of Roadway Ditches	N/A	LS	0	0	0	
2 Design of Storm Sewers	N/A	LS	0	0	0	
3 Design of Stormwater Detention/Retention Facilities	N/A	LS	3	25.3	76	Design 2 pond @ 32 hr EA, resize 1 pond for remaining added impervious @ 12 hr.
4 Design of Exfiltration Trenches	N/A	LS	0	0	0	
5 Design of Special Drainage Systems/Features	N/A	LS	0	0	0	
6 Drainage Design Report/Documentation	N/A	LS	1	40	40	Drainage Design Documentation 40hr. Use new criteria to establish treatment & attenuation.
7 Field Reviews	N/A	LS	3	4.0	12	1 field review of pond site and outfall 1 drain staff 4 hr, 1 PM 4 hr, 1 environmentalist 4 hr
DRAINAGE PLANS						
1 Drainage Map	200	SHT	2	4	8	Modify for 2 ponds, add pond info
2 Drainage Structure Sheets	20	EA	0	0	0	Included on pond detail sheet
3 Summary of Drainage Structures	N/A	SHT	0	0	0	NA
4 Stormwater Detention/Retention Facilities	40	SHT	2	32	64	2 pond/control structure detail, littoral zone 2 @ 32 hr EA
5 Stormwater Detention/Retention Facilities Cross Sections	10	EA	0	0	0	NA
6 Special Drainage Details	N/A	LS	0	0	0	
PERMITTING						
1 SFWMD Permit Application	N/A	LS	0	0	0	
2 SFWMD - Water Use Permit	N/A	LS	0	0	0	
3 USACE Permit coordination	N/A	LS	0	0	0	
4 PBC ERM Permit Application	N/A	LS	0	0	0	
5 LWDD Permit/Coordination/ Board Presentation & forms	N/A	LS	1	16	16	Phone coordination 1.5hr/bi-weekly for 8 weeks, Attend Board meeting 2 staff @ 5 hr
6 Agency Meetings: Meeting with PBC (1 meetings-2 staff), FDOT (1-2 staff), Terranova (1-2 staff), GL Homes (1-2 staff), SFWMD (1-3 staff), LWDD (1-2 staff)	N/A	LS	13	3.1	40	6 meeting @ 3 hours (includes travel and meeting minutes) drian staff & PM
7 Prepare Erosion Control Plan and NPDES NOI and NOT	N/A	LS	0	0	0	

DRAINAGE PLANS/DESIGN PHASE TOTAL

256

**ATLANTIC AVENUE
FROM WEST OF FLORIDA'S TURNPIKE TO EAST OF JOG ROAD**

Reimbursable Expense Summary

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

Date: February 22, 201
PBC No: 2006608
WGI No: 20610604.01

COPIES (11"x17")					
AGENCY	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Palm Beach County- Roadway	5	150	750	2	1500
Palm Beach County- Traffic (S&PM Plans)	0	0	0	0	0
SFWMD - Water Use Permit Reapplication	0	150	0	2	0
ERM (Palm Beach County)	0	0	0	0	0
Lake Worth Drainage District	0	150	0	2	0
Utility Coordination (Partial Plan Set)	0	0	0	0	0
* Courtesy copy of W.U. Permit					
TOTAL SHEETS					1500
PRICE PER SHEET					\$ 0.78
COPIES TOTAL COST					\$ 1,170.00

COPIES (8-1/2"x11")					
AGENCY	SETS	SHEETS PER SET	TOTAL SHEETS	NUMBER OF SUBMITTALS	TOTAL COPIES
Palm Beach County- Drain Design Doc & Permit	0	100	0	2	0
Lake Worth Drainage District DDD & Permit	0	100	0	2	0
FDOT - Drain Design Doc & Permit	0	100	0	2	0
SFWMD - Drain Design Doc & Permit	0	100	0	2	0
TOTAL SHEETS					0
PRICE PER SHEET					\$ 0.30
COPIES TOTAL COST					\$ -

EXHIBIT (36" x 60")					
LWDD	1	2	2	2	4
TOTAL SHEETS					4
PRICE PER SHEET					\$ 225.00
COPIES TOTAL COST					\$ 900.00

REIMBURSABLE EXPENSE TOTAL					\$ 2,070.00
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**ATLANTIC AVENUE
FROM WEST OF FLORIDA'S TURNPIKE TO EAST OF JOG ROAD**

Permit Expense Summary

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

Date: February 22, 2010
PBC No: 2006608
WGI No: 20610604.01

PERMITS	
AGENCY	PERMIT MOD FEE
SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) - WU PERMIT	
SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) - ERP	\$ -
LAKE WORTH DRAINAGE DISTRICT	\$ -
PERMIT MOD. FEES TOTAL	\$ -

EXHIBIT "C"

CONFLICT OF INTEREST DISCLOSURE FORM

Project: West Atlantic Avenue from Florida's Turnpike to Jog Road
Project No.: 2006608

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

(Attach additional sheets as needed.)

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

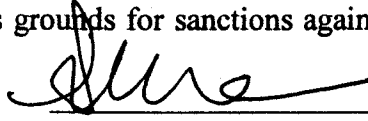
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services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

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

THIS DISCLOSURE is submitted by David Wantman, P.E., as
(Name of Individual)

President, of Wantman Group, Inc.
(Title/Position) (Firm Name of ENGINEER)

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


(Signature)

4/12/10
(Date)

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CERTIFICATION STATEMENT

Project: West Atlantic Avenue from Florida's Turnpike to Jog Road
Project No.: 2006608
CONSULTANT: Wantman Group, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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

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

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

PROHIBITION AGAINST CONTINGENT FEES STATEMENT

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

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

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



David Wantman, P.E., President

EXHIBIT "D"

04/08/2010

Engineering & Public Works Roadway Production

PARTICIPATION FOR MWBE/SBE CONSULTANTS

Contract

Project Name: West Atlantic Avenue from Florida's Turnpike to
Prime Consultant: Wantman Group, Inc.
Telephone No.: (561) 687-2220

Project No.: 2006608
Prime Contact Person:
Resolution Date: / / Res #:
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
		MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	0.00
		Total MWBE	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		52,714.28					

**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY
BUDGET AVAILABILITY STATEMENT**

DATE: April 9, 2010

TO: Omelio Fernandez, Director
Roadway Production
Attn: Dave Young/JaeAnn Dean

FROM: Alexis T. Willhite, Fiscal Manager *ah*
Administrative Services

RE: W Atlantic Ave/Florida's Turnpike to Jog Road
Project # 2006608
Wantman Group, Inc.
Consultant Services Agreement
New Project Agreement \$52,714.28

BOARD MEETING DATE: N/A

FISCAL IMPACT LOCATION: F:\COMMON\WP\AgendaPage2\ N/A,

FUNDING STATUS: FULLY FUNDED

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 3500 Dept 361 Unit 1085 Object 6551

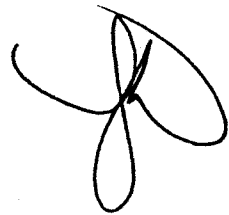
Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
W Atlantic Ave/W of Lyons Rd to E of Fla Turnpike
Developer Contributions

Task Authorization	
Basic Services	\$50,644.28
Reimbursable Services	<u>\$ 2,070.00</u>
Total Authorization	\$52,714.28
Staff Costs	
Roadway Production	<u>\$10,545.00</u>
Fiscal Impact	\$63,259.28

This BAS is valid for up to ninety days from its date of issuance.
F:\ADM_SER\WP50\BAS\bas10\00148.csa.doc

**REQUEST FOR BUDGET AVAILABILITY STATEMENT
FOR
NEW PROJECT AGREEMENT**



TO: **Ruth Pannunzio**
Fiscal Specialist III

REQUEST DATE: April 8, 2010

PROJECT TITLE: West Atlantic Avenue from Florida's Turnpike to Jog Road

PROJECT NUMBER: 2006608

COMMISSION DISTRICT: 5

CONSULTANT NAME: Wantman Group, Inc.

CONTRACT TYPE CODE: PSC

CONFIDENTIAL

AUTHORIZATION AMOUNT: \$52,714.28

Basic Services (Lump Sum).....\$50,644.28 (Roadway Plans, Drainage Design & Plans).
Reimbursables (Not to Exceed)\$ 2,070.00 (Reprographics).

PLEASE PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT. Consultant Services authorization for the proposed widening of Atlantic Avenue from Florida's Turnpike northbound entrance to Jog Road, will necessitate stormwater treatment and attenuation ponds. The general improvements include widening Atlantic Avenue from a 4-lane divided suburban roadway to a 6-lane divided urban roadway for a distance of approximately 1.6 miles. Elements of work shall include roadway layout and drainage plans and design.

ESTIMATED ADDITIONAL PROJECT SUPPORT COSTS RELATED TO THIS SUPPLEMENT:

STAFF COSTS (BY DIVISION)

ROADWAY PRODUCTION	<u>\$10,545.00</u>
ENGINEERING SERVICES	<u>\$ 0.00</u>
RIGHT-OF-WAY	<u>\$ 0.00</u>
TRAFFIC	<u>\$ 0.00</u>

DESIRED DESIGN CONTINGENCY AMOUNT: \$ 0.00 PERCENTAGE: 0

BUDGET ACCOUNT NUMBER (IF KNOWN): **CONFIDENTIAL**

FUND	DEPT	UNIT	OBJECT
_____	_____	_____	_____

BAS REQUESTED BY: David L. Young / JaeAnn Dean / Roadway Production Division

CONSULTANT SERVICES AUTHORIZATION TO BE APPROVED BY: County Engineer

ANTICIPATED DATE OF APPROVAL: April 16, 2010

F:\ROADWAY\CCNA\2006\2006608\BAS.doc

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/22/2009
PRODUCER ISU Suncoast Insurance Assoc P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Wantman Group, Inc. 2035 Vista Parkway Suite 100 West Palm Beach, FL 33411-2719		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: XL Specialty Insurance Company		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.						
INSR LTR	ADDITIONAL LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
		AUTOMOBILE LIABILITY <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 (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	DPR9680370	07/01/09	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

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


ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/20/2009																		
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 Wantman Group, Inc. 2035 Vista Parkway, Suite 100 West Palm Beach FL 33411		<table><tr><th colspan="2">INSURERS AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>FFVA Mutual Ins Co</td><td>10385</td></tr><tr><td>INSURER B:</td><td>Sentinel Insurance Company, Lt</td><td>11000</td></tr><tr><td>INSURER C:</td><td>Commerce & Industry Insurance</td><td>19410</td></tr><tr><td>INSURER D:</td><td>Old Dominion Insurance Company</td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr></table>	INSURERS AFFORDING COVERAGE		NAIC #	INSURER A:	FFVA 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:		
INSURERS AFFORDING COVERAGE		NAIC #																		
INSURER A:	FFVA 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.									
INSR ADD'L LTR		INSRD		TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
D	Y	GENERAL LIABILITY			BPG0294B Per Loc Aggregate	10/18/2009	10/18/2010	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$ 5,000
		<input checked="" type="checkbox"/> Blkt Addl Insured						PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 2,000,000
								PRODUCTS - COMP/OP AGG	\$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:							
<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC									
B		AUTOMOBILE LIABILITY			21URNJB0871	10/10/2009	10/10/2010	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS							
<input checked="" type="checkbox"/> NON-OWNED AUTOS									
		GARAGE LIABILITY						AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO						OTHER THAN EA ACC	\$
								AUTO ONLY: AGG	\$
C	Y	EXCESS/UMBRELLA LIABILITY			EBU066694315	10/18/2009	10/18/2010	EACH OCCURRENCE	\$ 5,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE						AGGREGATE	\$ 5,000,000
		<input type="checkbox"/> DEDUCTIBLE							\$
		<input checked="" type="checkbox"/> RETENTION \$ 10,000							\$
									\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC840-0022764-2009A	9/18/2009	9/18/2010	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						EL EACH ACCIDENT	\$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below						EL DISEASE - EA EMPLOYEE	\$ 1,000,000
								EL DISEASE - POLICY LIMIT	\$ 1,000,000
OTHER									

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

DESCRIPTION OF OPERATIONS SECTION CONTINUEDDATE
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