

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2011	2012	2013	2014	2015
Capital Expenditures	\$1,120,020	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$1,120,020	-0-	-0-	-0-	-0-
# 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


Contract	\$1,034,000.00
Contingency	\$ 31,020.00
Staff Costs	
-Roadway Production	\$ 5,000.00
-Construction Coordination	\$ 40,000.00
-Traffic	\$ 10,000.00
Total Cost	<u>\$1,120,020.00</u>

Contract cost is funded by a FDOT TRIP grant and Developer Contributions.

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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


OFMB MC 9-16-10 9/15/10

J. J. Jacoby 9/17/10
Contract Dev. and Control
E. Jones 9/17/10
This Contract is a Piggy
back off a State Contract,
which does not require
Bonds or liquidated
damages. However, a
bond will be in place
prior to Notice to proceed.

B. Approved as to Form and Legal Sufficiency:

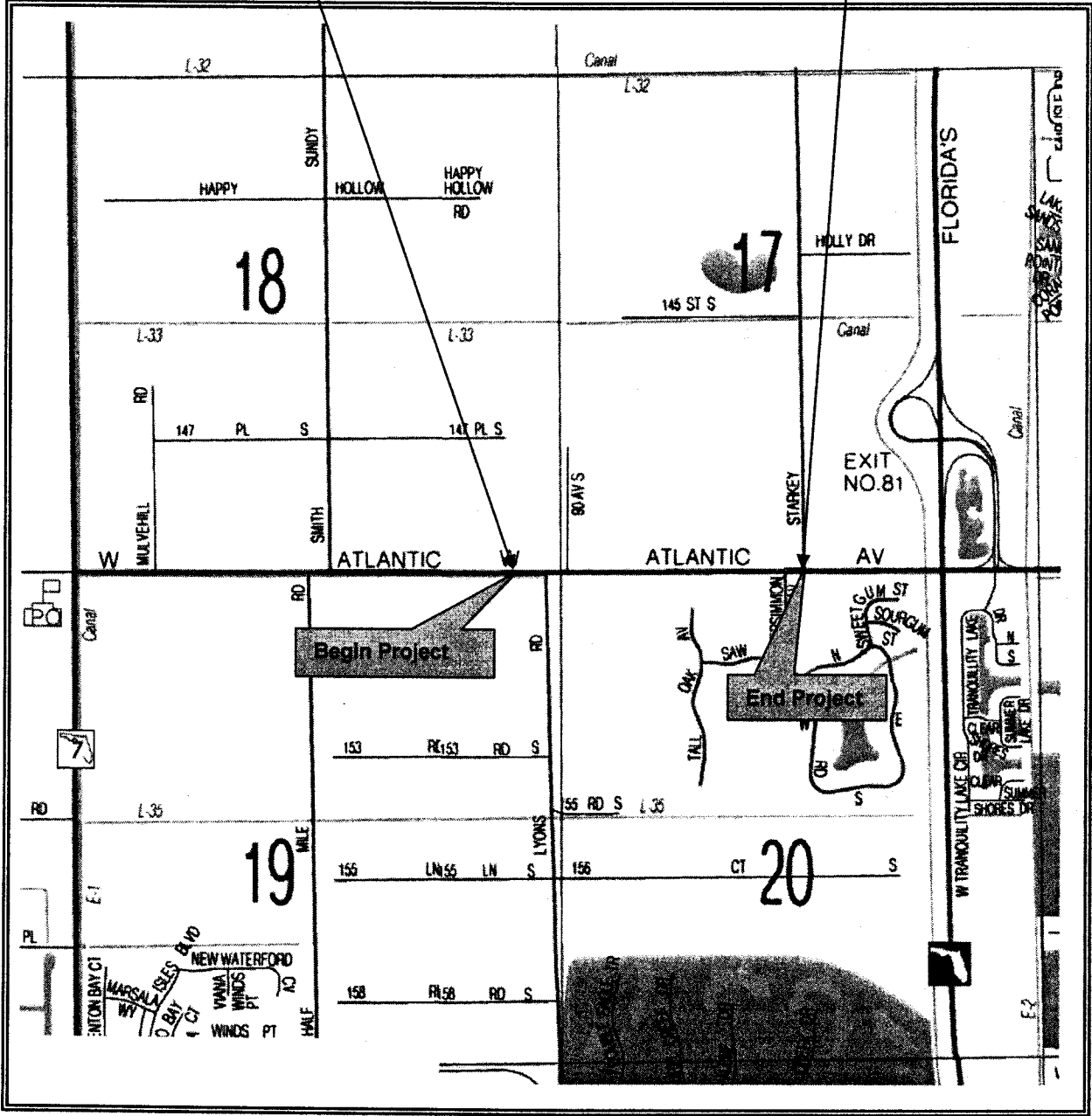

Assistant County Attorney

C. Other Department Review:

Department Director

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

PROJECT LOCATION
SR 806/ ATLANTIC AVENUE
W. OF LYONS ROAD TO STARKEY ROAD
PALM BEACH COUNTY PROJECT #2004602



LOCATION MAP

CONTRACT

THIS CONTRACT, made and entered into _____, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and WRS INFRASTRUCTURE & ENVIRONMENT, INC., hereinafter referred to as the "Contractor".

WITNESSETH:

That the said Contractor having been awarded the contract for the:

Atlantic Avenue (SR 806) from West of Lyons Road to Starkey Road
Contamination and Remediation Services
Palm Beach County Project #2004602

in accordance with the Districtwide Contamination and Remediation Services agreement with the State of Florida Department of Transportation, hereinafter referred to as FDOT, commencing on September 30, 2009 and extended through September 29, 2012 and numbered BD078. The terms of said contract are hereby incorporated by reference, and as amended in the attached Exhibit A, and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Contractor and the County, the Contractor hereby covenants and agrees to and with the County to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish and pay for all materials, labor, supervision, equipment, supplies, fees, expertise, and services necessary to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract. All references to FDOT in BD078, shall be construed as references to Palm Beach County, its Departments, Divisions and assigns.

Contractor agrees to accept as full compensation for the satisfactory performance of this Contract the sum of One Million Thirty-four Thousand Ten Dollars (\$1,034,010.00), as detailed in the attached Exhibit B. The prices named in the Contract are for the completed work and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it is accepted by the Board of County Commissioners. It is understood that the

Contractor holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for the Substantial Completion of all work under this contract shall be 90 calendar days. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida, has made and executed this Contract on behalf of the said County and caused the seal of the said County to be affixed hereto, and the Contractor has hereunto set his hand and seal the day and year written. The Contractor represents that it is authorized to execute this contract on behalf of itself and its Surety.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

OWNER:
Palm Beach County, Florida

BY ITS BOARD OF COMMISSIONERS:

BY: _____
Burt Aaronson, Chair

S E A L

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

BY: _____
(Deputy Clerk)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: Donna A. Fernandez

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

CONTRACTOR:
WRS Infrastructure & Environment,
Inc.

BY: Brian Finn
Brian Finn, Treasurer

CORPORATE SEAL

ATTEST WITNESS:

BY: Scott Lehr
(Print Name)

[Signature]
(Signature)

BY: Andy Hooper
(Print Name)

[Signature]
(Signature)

EXHIBIT A
Amendments to Agreement BD078

Agreement BD078, dated September 30, 2009, is hereby amended as follows:

1. Section 3 COMPENSATION AND PAYMENT: Delete Paragraph 3.F.
2. Section 5 COMPLIANCE WITH LAWS: Delete Paragraph 5.C. and insert the following:

5.C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, disability, ancestry, marital status, familial status, sexual orientation, or gender identity and expression in the performance of work under this Agreement.
3. Add the following paragraphs to Section 5, COMPLIANCE WITH LAWS:

5.J Notwithstanding any other provision in this Contract, 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.

5.K Palm Beach County has established the Office of the Inspector General, Ordinance 2009-049, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

5.L The Contractor shall comply with PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002, "Palm Beach County Living Wage Ordinance", which is further described herein.

All other provisions of Agreement BD078, dated September 30, 2009, shall continue in full force and effect.

Palm Beach County Living Wage Ordinance

(PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002)(a.k.a., Palm Beach County Living Wage Ordinance, hereinafter Ordinance)

IMPLEMENTATION:

This information shall serve to notify the Contractor of the Ordinance's implementation requirements as referenced in Section 4 of the Ordinance, and as stated below. A copy of the Ordinance is available for pickup at the Engineering & Public Works Department (Roadway Production Division).

The costs for implementing these requirements shall be incidental to the cost of the project.

Procurement Specifications:

The Ordinance states that the living wage requirement shall be included in the procurement specifications for all county construction contracts that have a total contract value exceeding \$100,000, and that is not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

The Ordinance also requires that the prospective non-county employer agree to produce, upon the request of the Construction Coordination Division, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this Ordinance.

Maintenance of payroll records:

Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of three (3) years. The records shall contain:

- (1) Each employee's name and address;
- (2) Each employee's job title and classification;
- (3) The number of hours worked each day by each employee;
- (4) The gross wages and deductions made for each employee; and
- (5) Annual wages paid to each employee.

Reporting payroll:

Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period.

LIVING WAGE CERTIFICATION

Project: Atlantic Avenue (SR 806) from West of Lyons Road to Starkey Road

Contamination and Remediation Services

Palm Beach County Project #2004602

Contractor Name: WRS INFRASTRUCTURE & ENVIRONMENT, INC.

Contact Person: Scott Lehr

Contractor Address: 221 Hobbs Street, Suite 108

Tampa, Florida 33619

Contractor Phone: 813-684-4400

Amount of Contract: \$1,034,010.00

Please include the following with the submission:

1. Brief description of the service provided under the construction contract.
2. A statement of wage levels for prospective non-county employees.
3. A commitment to pay each non-county employee the living wage, as adjusted, in accordance with the Palm Beach County Living Wage Ordinance. According to Section 3(B)(2), of the Palm Beach County Living Wage Ordinance, the living wage must be adjusted annually for inflation, and this adjustment must take effect each October 1st. (See Palm Beach County Code Section 2-149(b)(2).)

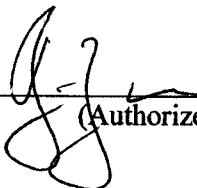
The living wage for October 1, 2010, through September 30, 2011, is \$11.40/hour.

The contractor/subcontractor(s) shall post a copy of the following Notice to Employees at the work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter.

The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 30
day of August, 2010.

(Corporate Seal)


(Authorized Signature)

Brian Finn, Treasurer

Notice and posting. Non-county employers shall post a copy of the following statement at the work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$11.40 per hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." The following statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirement will not be required if the non-county employer attaches a copy of the following statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Non-county employers shall supply a copy of the following statement to any employee upon request within a reasonable time. Non-county employers shall forward a copy of the requirements of this ordinance to any person or business submitting a bid for a subcontract on any contract covered by this ordinance.

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This notice is provided pursuant to the Palm Beach County Living Wage Ordinance, Section 3 (E), (as amended through January 2004), and reflects the adjusted living wage effective October 1, 2010, through September 30, 2011.

NOTICE TO EMPLOYEES (ENGLISH):

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least \$11.40 per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

NOTIFICACIÓN A PATRONES (ESPAÑOL):

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos \$11.40 por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

AVI POU ENPLWAYE-YO (CREOLE):

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen \$11.40 pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

(Authorized Signature)

(Print name and title)

**CERTIFICATION OF COMPLIANCE
WITH
THE LIVING WAGE ORDINANCE**

PROJECT: Atlantic Avenue (SR 806) from West of Lyons Road to Starkey Road
Contamination and Remediation Services

PROJECT NO.: 2004602

The Ordinance states: "Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general contractor, or with the general contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period."

The County now further requires that the Contractor submit this certification statement with each pay application, including the final, on company letterhead.

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of "Maintenance of Payroll Records".

Date: _____

WRS INFRASTRUCTURE & ENVIRONMENT, INC.
Company Name

Authorized Officer: _____
Name/ Title (Print)

Signature

EXHIBIT B
Contractors Proposal



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

August 4, 2010

Mr. David Young, P.E.
Special Projects Manager
Palm Beach County
Engineering and Public Works Department
Roadway Production Division

Subject: Work Plan and Cost Estimate
Site Remediation Activities
Atlantic Avenue from Lyons Road to Starkey Road
FPID: 229658-3-52-01

Dear Mr. Young:

At the request of Palm Beach County (County), WRS Infrastructure & Environment, Inc. d/b/a WRScompass (WRS) has prepared this work plan and attached cost estimate for services to be performed within the scope of the referenced project.

Introduction

The referenced Atlantic Avenue roadway corridor which is scheduled for reconstruction and widening in the upcoming months will also involve the relocation of the Lake Worth Drainage District (LWDD) canal that runs parallel to and along the south side of Atlantic Avenue. Based on information provided by the County and the Wantman Group, Inc. there are soil contamination issues within the relocated canal easement associated with the Southern Crop Services and Sandy Martin Sites that will need to be addressed prior to construction activities. Additionally, there is at least one underground petroleum storage tank at the Lloyds Service Center site on the north side of Atlantic Avenue that will need to be removed. WRS has been tasked by the County to prepare a cost estimate to perform the necessary soil remediation activities at the two sites along the south side of Atlantic Avenue and the tank removal activities at the site on the north side of Atlantic Avenue. WRS will obtain all necessary permits (i.e. NOI, NOT, NPDES) prior to performing the following scope of work.

Scope of Work

- **Task 1:** WRS will arrange, coordinate and setup all soil and tank removal activities at the above referenced sites. A start date will be established and a schedule of work activities will be prepared and submitted to the County for their review and approval.
- **Task 2:** WRS will perform UST removal activities at the Lloyd's Service Center Site. Based on construction plans and information provided by the County, only one of the three tanks on the property lies within the right-of-way (ROW). The presumed 10,000 gallon former diesel fuel storage tank will be removed along with any associated vent line and product line piping within the ROW. A Tank Closure Assessment will be performed in accordance with the Florida Department of Environmental Protection (FDEP) guidelines. The tank excavation area will be backfilled with suitable fill material and compacted. Density tests will be performed to ensure proper compaction was performed.

www.wrscompass.com
WRS Infrastructure & Environment, Inc. d/b/a WRScompass
Compass Environmental, Inc.

WRS will also perform soil removal activities within the LWDD easement area at the Southern Crop Services Site and the Sandy Martin Parcel Site. Soil removal and disposal activities will be conducted in accordance with the Soil Remediation Plan that was prepared and submitted to the County, LWDD, FDEP and the Florida Department of Transportation (FDOT) in January, 2010, which was based on assessment activities performed by HSA Engineers, Inc. (HSA). All work will be performed and completed in accordance with current FDOT specifications as indicated in the Soil Remediation Plan.

- **Task 3:** WRS will prepare a Tank Closure Assessment Report (TCAR) for the Lloyd's Service Center Site, and an Interim Source Removal Report (ISRR) for the Southern Crop Services and Sandy Martin Sites in accordance with FDEP guidelines. The reports will include detailed information regarding the activities that were performed, figures, photographs, disposal documentation and conclusions and recommendations. One response to FDEP comments is anticipated, however, no additional field work in the form of sampling is anticipated to complete the response.

Terms and Conditions

WRS is prepared to provide the specified services for Palm Beach County pursuant to the terms and conditions of our existing FDOT District Four contract number BDO 78 on a unit price basis. Pricing will be in accordance with the contract rates and terms, and is detailed in the attached cost estimate spreadsheet (Attachment A).

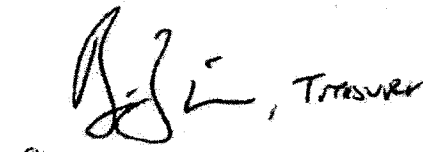
We appreciate the opportunity to provide this work plan and cost estimate. If you have any questions or require additional information, please contact us at 813-684-4400.

Sincerely,

WRScompass



Scott A. Lehr
Project Manager


for Brent Anderson, P.E., P.G.
Business Line Manager

Attachment A – Cost Estimate Spreadsheet

ATTACHMENT A
COST ESTIMATE
SITE REMEDIATION ACTIVITIES
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
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TASK 1 - PROJECT SETUP/PLANNING/COORDINATION

LABOR

1-2	Project Manager	80	Hours	\$ 90.00	\$ 7,200.00
1-5	Project Scientist	20	Hours	\$ 70.00	\$ 1,400.00
1-6	Staff Scientist	80	Hours	\$ 60.00	\$ 4,800.00
1-7	Certified Industrial Hygenist	8	Hours	\$ 95.00	\$ 760.00

SUBTOTAL - LABOR **\$ 14,160.00**

TOTAL TASK 1 - PROJECT SETUP/PLANNING/COORDINATION **\$ 14,160.00**

TASK 2 - FIELD CONSTRUCTION/REMEDATION EFFORTS

MOBILIZATION AND SITE SETUP

LABOR

3.00 Days

1-2	Project Manager	8	Hours	\$ 90.00	\$ 720.00
1-6	Staff Scientist	30	Hours	\$ 60.00	\$ 1,800.00
1-13	Field Forman	30	Hours	\$ 65.00	\$ 1,950.00
1-14	Field Technician	30	Hours	\$ 45.00	\$ 1,350.00
1-14	Field Technician	30	Hours	\$ 45.00	\$ 1,350.00
1-14	Field Technician	30	Hours	\$ 45.00	\$ 1,350.00
1-15	Equipment Operator	30	Hours	\$ 50.00	\$ 1,500.00
1-15	Equipment Operator	30	Hours	\$ 50.00	\$ 1,500.00
1-15	Equipment Operator	30	Hours	\$ 50.00	\$ 1,500.00

LABOR SUBTOTAL **\$ 13,020.00**

EQUIPMENT

3.00 Days

2-1	Pickup Truck / Van (3)	9.00	Day	\$ 75.00	\$ 675.00
2-4	One Ton to Two Ton Truck	3.00	Day	\$ 110.00	\$ 330.00
2-12	Excavator	3.00	Day	\$ 1,400.00	\$ 4,200.00
2-15	Bulldozer	1.00	Day	\$ 530.00	\$ 530.00
2-18	Wheel Loader	3.00	Day	\$ 800.00	\$ 2,400.00
6-6	Chain Saw	3.00	Day	\$ 15.00	\$ 45.00
6-8	Cutoff Saw, Hand Held	3.00	Day	\$ 30.00	\$ 90.00
6-9	Cutoff Saw, Walk Behind	1.00	Day	\$ 30.00	\$ 30.00
6-12	Survey Instrument Set	3.00	Day	\$ 25.00	\$ 75.00
6-13	Handheld GPS	3.00	Day	\$ 15.00	\$ 45.00

EQUIPMENT SUBTOTAL **\$ 8,420.00**

EXPENDABLES

7-8	Visqueen	1	Roll	\$ 80.00	\$ 80.00
-	Silt Fence*	30	100 Lf	\$ 22.00	\$ 660.00
-	Filter Fabric*	2	Roll	\$ 175.00	\$ 350.00
-	Water Meter *	1	Each	\$ 750.00	\$ 750.00
-	Crew Lodging*	24.0	Night	\$ 100.00	\$ 2,400.00
-	Mobe/Demob of Equipment & Materials*	10	Each	\$ 250.00	\$ 2,500.00

EXPENDABLES SUBTOTAL **\$ 6,740.00**

TOTAL MOBILIZATION AND SITE SETUP **\$ 28,180.00**

LLOYD'S SERVICE CENTER SITE

LABOR

3.00 Days

1-2	Project Manager	10	Hours	\$ 90.00	\$ 900.00
1-6	Staff Scientist	30	Hours	\$ 60.00	\$ 1,800.00
1-13	Field Forman	30	Hours	\$ 65.00	\$ 1,950.00
1-14	Field Technician	30	Hours	\$ 45.00	\$ 1,350.00

ATTACHMENT A
COST ESTIMATE
SITE REMEDIATION ACTIVITIES
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
1-15	Equipment Operator	30	Hours	\$ 50.00	\$ 1,500.00
LABOR SUBTOTAL					\$ 7,500.00
EQUIPMENT		3.00 Days			
2-1	Pickup Truck / Van	1.00	Week	\$ 300.00	\$ 300.00
2-2	Automobile	1.00	Week	\$ 180.00	\$ 180.00
2-4	One Ton to Two Ton Truck	1.00	Week	\$ 440.00	\$ 440.00
2-12	Excavator	1.00	Week	\$ 2,300.00	\$ 2,300.00
2-18	Wheel Loader	1.00	Week	\$ 2,150.00	\$ 2,150.00
2-21	Trench Compactor	1.00	Week	\$ 230.00	\$ 230.00
2-27	Vac Truck	1.00	Day	\$ 430.00	\$ 430.00
3-1	Portable FID/OVA	1.00	Week	\$ 150.00	\$ 150.00
3-2	Thermometer/pH/Conductivity Meter	1.00	Week	\$ 40.00	\$ 40.00
3-4	Explosimeter	1.00	Week	\$ 40.00	\$ 40.00
3-12	Dust Monitor	1.00	Week	\$ 40.00	\$ 40.00
3-15	Hydraulic Shears	1.00	Week	\$ 200.00	\$ 200.00
3-17	Water Level Indicator	1.00	Week	\$ 40.00	\$ 40.00
3-18	Peristaltic Pump w/hose and tubing	1.00	Week	\$ 80.00	\$ 80.00
6-4	Air Compressor	1.00	Week	\$ 180.00	\$ 180.00
6-7	Sawsall	1.00	Week	\$ 40.00	\$ 40.00
6-8	Cutoff Saw, Hand Held	1.00	Week	\$ 90.00	\$ 90.00
6-9	Cutoff Saw, Walk Behind	1.00	Week	\$ 90.00	\$ 90.00
6-12	Survey Instrument Set	1.00	Week	\$ 100.00	\$ 100.00
6-13	Handheld GPS	1.00	Week	\$ 25.00	\$ 25.00
6-14	Jack Hammer	1.00	Week	\$ 60.00	\$ 60.00
6-16	Barricades, Type I, II (10)	10.00	Week	\$ 10.00	\$ 100.00
6-22	Generator, 10KW to 50KW	1.00	Week	\$ 500.00	\$ 500.00
EQUIPMENT SUBTOTAL					\$ 7,805.00
EXPENDABLES		3.00 Days			
4-1	Soil Boring	5	Each	\$ 13.40	\$ 67.00
4-2	Soil Boring as part of Well Installation	1	Each	\$ 13.40	\$ 13.40
4-12	Temporary Well, including abandonment	1	Each	\$ 26.65	\$ 26.65
7-2	Sorbent Pads	10	Bundle	\$ 55.00	\$ 550.00
7-4	Oil Dry	3	Bag	\$ 12.00	\$ 36.00
7-6	Hydrated Lime	1	Bag	\$ 10.00	\$ 6.00
7-8	Visqueen	2	Roll	\$ 80.00	\$ 160.00
7-9	Cutoff Saw Blades	3	Each	\$ 10.00	\$ 30.00
7-15	Drum	5	Each	\$ 35.00	\$ 175.00
-	Crew Lodging*	12.0	Night	\$ 100.00	\$ 1,200.00
-	Backfill Material (including transportation)*	300	CY	\$ 12.50	\$ 3,750.00
EXPENDABLES SUBTOTAL					\$ 6,014.05
TRANSPORTATION & DISPOSAL (NON-HAZARDOUS)					
-	Disposal of Non-Haz Petroleum Contaminated Soil*	100	Tons	\$ 38.00	\$ 3,800.00
-	Transportation of Non-Haz Soil*	100	Tons	\$ 8.80	\$ 880.00
SOIL TRANSPORTATION & DISPOSAL SUBTOTAL					\$ 4,680.00
LABORATORY ANALYTICAL SERVICES (Standard Turn Around)					
8-20	Pre-Burn (Non-Virgin)	1	Each	\$ 324.00	\$ 324.00
8-29	GAG/KAG Table B Compounds (soil)	5	Each	\$ 234.00	\$ 1,170.00
8-29	GAG/KAG Table B Compounds (liquid)	1	Each	\$ 234.00	\$ 234.00
LABORATORY ANALYTICAL SERVICES - SUBTOTAL					\$ 1,728.00

ATTACHMENT A
COST ESTIMATE
SITE REMEDIATION ACTIVITIES
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
SUBCONTRACT					
-	Sheet Piling Installation*	1.0	LS	\$ 4,400.00	\$ 4,400.00
-	Tank Transportation and Disposal*	1.0	LS	\$ 2,000.00	\$ 2,000.00
-	Density Testing*	1.0	LS	\$ 795.95	\$ 795.95
TOTAL SUBCONTRACT					\$ 7,195.95
TOTAL LLOYD'S SERVICE CENTER SITE					\$ 34,923.00
SOUTHERN CROP SERVICES SITE					
LABOR					
7.00 Days					
1-2	Project Manager	20	Hours	\$ 90.00	\$ 1,800.00
1-6	Staff Scientist	70	Hours	\$ 60.00	\$ 4,200.00
1-13	Field Forman	70	Hours	\$ 65.00	\$ 4,550.00
1-14	Field Technician	70	Hours	\$ 45.00	\$ 3,150.00
1-14	Field Technician	70	Hours	\$ 45.00	\$ 3,150.00
1-14	Field Technician	70	Hours	\$ 45.00	\$ 3,150.00
1-15	Equipment Operator (Excavator)	70	Hours	\$ 50.00	\$ 3,500.00
1-15	Equipment Operator (Loader)	70	Hours	\$ 50.00	\$ 3,500.00
1-15	Equipment Operator (Dozer)	70	Hours	\$ 50.00	\$ 3,500.00
LABOR SUBTOTAL					\$ 30,500.00
EQUIPMENT					
7.00 Days					
2-1	Pickup Truck / Van (3)	6.00	Week	\$ 300.00	\$ 1,800.00
2-4	One Ton to Two Ton Truck	2.00	Week	\$ 440.00	\$ 880.00
2-6	Water Truck	2.00	Week	\$ 1,500.00	\$ 3,000.00
2-12	Excavator	2.00	Week	\$ 2,300.00	\$ 4,600.00
2-15	Bulldozer	2.00	Week	\$ 1,600.00	\$ 3,200.00
2-18	Wheel Loader	2.00	Week	\$ 2,150.00	\$ 4,300.00
3-12	Dust Monitor	2.00	Week	\$ 40.00	\$ 80.00
6-6	Chain Saw	2.00	Week	\$ 45.00	\$ 90.00
6-12	Survey Instrument Set	2.00	Week	\$ 100.00	\$ 200.00
6-13	Handheld GPS	2.00	Week	\$ 25.00	\$ 50.00
6-16	Barricades, Type I, II	20.00	Week	\$ 10.00	\$ 200.00
6-17	Barricades, Type III	5.00	Week	\$ 25.00	\$ 125.00
6-18	Traffic Cones	20.00	Week	\$ 4.00	\$ 80.00
6-22	Generator, 10KW to 50KW	2.00	Week	\$ 500.00	\$ 1,000.00
EQUIPMENT SUBTOTAL					\$ 19,605.00
EXPENDABLES					
7.00 Days					
7-8	Visqueen	5	Roll	\$ 80.00	\$ 400.00
-	Filter Fabric*	2	Roll	\$ 175.00	\$ 350.00
-	80 mil HDPE Liner*	9600	SF	\$ 0.50	\$ 4,800.00
-	Backfill Material (including transportation)*	6000	CY	\$ 12.50	\$ 75,000.00
-	Sod* (including installation)	18000	SF	\$ 0.22	\$ 3,960.00
-	Stablization net(for canal slopes)*	7	Roll	\$ 150.00	\$ 1,050.00
-	Turf Stakes (for canal slopes)*	2	Box	\$ 44.00	\$ 88.00
EXPENDABLES SUBTOTAL					\$ 85,648.00
TRANSPORTATION & DISPOSAL (NON-HAZARDOUS)					
-	Disposal of Non-Haz Soil - Arsenic/Chlorinated Pesticides*	6500	Tons	\$ 38.00	\$ 247,000.00
-	Transportation of Non-Haz Soil*	6500	Tons	\$ 8.80	\$ 57,200.00
-	Transportation and Disposal of Building Debris*	1	LS	\$ 2,500.00	\$ 2,500.00
SOIL TRANSPORTATION & DISPOSAL SUBTOTAL					\$ 306,700.00

ATTACHMENT A
COST ESTIMATE
SITE REMEDIATION ACTIVITIES
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
LABORATORY ANALYTICAL SERVICES (Rush Turn Around)					
9-3	Arsenic - Solid	70	Each	\$ 16.80	\$ 1,176.00
8-9	Chlorinated Pesticides	70	Each	\$ 108.00	\$ 7,560.00
LABORATORY ANALYTICAL SERVICES (Rush Turn Around) SUBTOTAL					\$ 8,736.00
SUBCONTRACT					
-	Hydro-Seeding*	1.0	LS	\$ 2,750.00	\$ 2,750.00
-	Crew Lodging*	56.0	Night	\$ 100.00	\$ 5,600.00
-	Liner Installation*	1.0	LS	\$ 187,000.00	\$ 187,000.00
-	Survey*	1.0	LS	\$ 2,200.00	\$ 2,200.00
-	Installation and Rental of Bypass Pumping System*	1.0	LS	\$ 9,000.00	\$ 9,000.00
-	Removal of Power Pole*	1.0	LS	\$ 1,500.00	\$ 1,500.00
-	Asbestos Abatement*	1.0	LS	\$ 5,000.00	\$ 5,000.00
SUBCONTRACT SUBTOTAL					\$ 213,050.00
TOTAL SOUTHERN CROP SERVICES SITE					\$ 664,239.00
SANDY MARTIN SITE					
LABOR					
7.00 Days					
1-2	Project Manager	20	Hours	\$ 90.00	\$ 1,800.00
1-6	Staff Scientist	70	Hours	\$ 60.00	\$ 4,200.00
1-13	Field Forman	70	Hours	\$ 65.00	\$ 4,550.00
1-14	Field Technician	70	Hours	\$ 45.00	\$ 3,150.00
1-14	Field Technician	70	Hours	\$ 45.00	\$ 3,150.00
1-14	Field Technician	70	Hours	\$ 45.00	\$ 3,150.00
1-15	Equipment Operator (Excavator)	70	Hours	\$ 50.00	\$ 3,500.00
1-15	Equipment Operator (Loader)	70	Hours	\$ 50.00	\$ 3,500.00
1-15	Equipment Operator (Dozer)	70	Hours	\$ 50.00	\$ 3,500.00
LABOR SUBTOTAL					\$ 30,500.00
EQUIPMENT					
7.00 Days					
2-1	Pickup Truck / Van (3)	6.00	Week	\$ 300.00	\$ 1,800.00
2-4	One Ton to Two Ton Truck	2.00	Week	\$ 440.00	\$ 880.00
2-6	Water Truck	2.00	Week	\$ 1,500.00	\$ 3,000.00
2-9	Backhoe	2.00	Week	\$ 680.00	\$ 1,360.00
2-12	Excavator	2.00	Week	\$ 2,300.00	\$ 4,600.00
2-15	Bulldozer	2.00	Week	\$ 1,600.00	\$ 3,200.00
2-18	Wheel Loader	2.00	Week	\$ 2,150.00	\$ 4,300.00
2-21	Trench Compactor	2.00	Week	\$ 230.00	\$ 460.00
2-22	Vibry Roller	2.00	Week	\$ 750.00	\$ 1,500.00
3-12	Dust Monitor	2.00	Week	\$ 40.00	\$ 80.00
6-3	Emergency Lighting	2.00	Week	\$ 100.00	\$ 200.00
6-6	Chain Saw	2.00	Week	\$ 45.00	\$ 90.00
6-12	Survey Instrument Set	2.00	Week	\$ 100.00	\$ 200.00
6-13	Handheld GPS	2.00	Week	\$ 25.00	\$ 50.00
6-15	Flashing Arrow Board (2)	4.00	Week	\$ 200.00	\$ 800.00
6-16	Barricades, Type I, II (50)	50.00	Week	\$ 10.00	\$ 500.00
6-17	Barricades, Type III (20)	20.00	Week	\$ 25.00	\$ 500.00
6-18	Traffic Cones (50)	50.00	Week	\$ 4.00	\$ 200.00
6-22	Generator, 10KW to 50KW	2.00	Week	\$ 500.00	\$ 1,000.00
-	Temporary Concrete (Jersey) Barrier Wall *	300	LF	\$ 15.00	\$ 4,500.00
-	Crash Attenuators*	2	Each	\$ 2,000.00	\$ 4,000.00
EQUIPMENT SUBTOTAL					\$ 33,220.00

ATTACHMENT A
COST ESTIMATE
SITE REMEDIATION ACTIVITIES
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
EXPENDABLES					
7.00 Days					
7-8	Visqueen	5	Roll	\$ 80.00	\$ 400.00
-	Filter Fabric*	2	Roll	\$ 175.00	\$ 350.00
-	Backfill Material (including transportation)*	2000	CY	\$ 12.50	\$ 25,000.00
-	Crushed Limerock (including transportation)*	50	CY	\$ 21.00	\$ 1,050.00
-	Sod* (including installation)	18000	SF	\$ 0.22	\$ 3,960.00
-	Stabilization net(for canal slopes)*	10	Roll	\$ 150.00	\$ 1,500.00
-	Turf Stakes (for canal slopes)*	3	Box	\$ 44.00	\$ 132.00
EXPENDABLES SUBTOTAL					\$ 32,392.00
SOIL TRANSPORTATION & DISPOSAL (NON-HAZARDOUS)					
-	Disposal of Non-Haz Soil - Arsenic Impacted*	2500	Tons	\$ 38.00	\$ 95,000.00
-	Transportation of Non-Haz Soil*	2500	Tons	\$ 8.80	\$ 22,000.00
SOIL TRANSPORTATION & DISPOSAL SUBTOTAL					\$ 117,000.00
LABORATORY ANALYTICAL SERVICES (Rush Turn Around)					
9-3	Arsenic - Solid	35	Each	\$ 16.80	\$ 588.00
LABORATORY ANALYTICAL SERVICES (Rush Turn Around) SUBTOTAL					\$ 588.00
SUBCONTRACT					
-	Crew Lodging*	56.0	Night	\$ 100.00	\$ 5,600.00
-	Hydro-Seeding*	1.0	LS	\$ 2,750.00	\$ 2,750.00
-	Premitting & Regulatory*	100.0	Hours	\$ 115.00	\$ 11,500.00
-	Installation and Rental of Bypass Pumping System*	1.0	LS	\$ 11,000.00	\$ 11,000.00
-	Removal and Re-installation of Guardrail*	1.0	LS	\$ 13,000.00	\$ 13,000.00
-	Sheet Piling Installation*	1.0	LS	\$ 4,400.00	\$ 4,400.00
-	Density Testing*	1.0	LS	\$ 1,750.00	\$ 1,750.00
SUBCONTRACT SUBTOTAL					\$ 50,000.00
TOTAL SANDY MARTIN SITE					\$ 263,700.00
TOTAL TASK 2 - FIELD CONSTRUCTION / REMEDIATION EFFORTS					\$ 991,042.00
TASK 3 - REPORT PREPARATION					
LABOR					
1-2	Project Manager	30	Hours	\$ 90.00	\$ 2,700.00
1-5	Project Scientist	40	Hours	\$ 70.00	\$ 2,800.00
1-6	Staff Scientist	80	Hours	\$ 60.00	\$ 4,800.00
1-11	Drafter/CADD Tech	40	Hours	\$ 50.00	\$ 2,000.00
1-10	Word Processor	20	Hours	\$ 40.00	\$ 800.00
TOTAL LABOR					\$ 13,100.00
TOTAL TASK 3 - REPORT PREPARATION					\$ 13,100.00
-	PERFORMANCE BOND	1	LS	\$ 15,708.00	\$ 15,708.00
PROJECT TOTAL					\$ 1,034,010.00

* Cost Plus 10% based on Contract Terms



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

September 30, 2009

Yudex Hasbun
WRS Infrastructure and Environment, Inc.
10050 NW 116th Way, Suite 18
Miami, Florida 33178

RE: EXECUTED AGREEMENT

Agreement Number:	BDO 78
Financial Project I.D. Number(s)	415966-2-C2-01
Procurement Number:	ITN-DOT-08/09-4020FS
Description:	Districtwide Contamination and Remediation Services

Dear Mr. Hasbun:

Enclosed please find an executed agreement between the Department and your firm for services on the above reference project.

Services shall be completed on or before **September 29, 2012**.

The District's Project Manager for this project is David Maloney, you may contact him at **561-370-1132** or **561-432-4966** ext. 1132. If you have any questions concerning this agreement, please do not hesitate to contact me at 954-777-4618.

Sincerely,

Fernicia Smart
Commodities/Contractual Services
Procurement Office
District Four

fs/new
cc w/enc.:

David Maloney, FDOT Project Manager
District Financial Services
File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

376-040-10
PROCUREMENT - 02/07
Page 1 of 7

Agreement No.: BD078
Financial Project I.D.: 415966-2-C2-01
F.E.I.D. No: F621260585001
Procurement No.: ITN-DOT-09/10-4020FS
D.M.S. Catalog Class No.: _____

BY THIS AGREEMENT, made and entered into this 30th day of September, 2009, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and WRS Infrastructure & Environment, Inc. of 10050 N.W. 116th Way, Suite 18 Miami, Florida 33178 duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with Districtwide Contamination and Remediation Services

the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

- B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).
- C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.
- D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.
- E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.
- F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the
Director of Transportation Development

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or Thirty-Six (36) Months, whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):
- ☐ Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
- ☒ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by Thirty-Six (36) Months or date of termination, whichever occurs first.
- ☐ Other: See Exhibit "A"
- B. RENEWALS (Select appropriate box):
- ☒ This Agreement may not be renewed.
- ☐ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.
- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement shall be in writing for a period not to exceed six (6) months and shall be subject to the same terms and conditions set forth in this Agreement; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There shall be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.
- It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Section 215.422(14), Florida Statutes.
- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and Chapter 3 - Travel, Department's Disbursement Operations Manual, 350-030-400.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(23), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering procurement costs from the Vendor in addition to all outstanding fees. **VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Consumer Hotline, 877-693-5236.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

☐ No general liability insurance is required.

☒ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 100,000.00 per person and \$ 1,000,000.00 each occurrence, and property damage insurance of at least \$ 100,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in with this Agreement in the amount of \$ _____.

C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation Insurance as required for the State of Florida under the Workers' Compensation Law.

D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

☒ No Bond is required.

☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

E. **CERTIFICATION.** With respect to any insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect and showing the Department to be an additional certificate holder. Such policies shall provide that the insurance is not cancelable except upon thirty (30) days prior written notice to the Department.

5. **COMPLIANCE WITH LAWS**

A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department.

B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.

C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.

D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:

- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.

- (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.
 - F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
 - G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
 - H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
 - I. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

- B. Select the appropriate box:

☒ The following provision is not applicable to this Agreement:

☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned.

☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned.

The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826
(800)643-8459

☐ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.
- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Time is of the essence as to each and every obligation under this Agreement.
- J. The following attachments are incorporated and made a part of this agreement:

K. Other Provisions:

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

WRS Infrastructure & Environment, Inc.
Name of Vendor

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:

Luke A. Frazz
Authorized Signature

BY:

Michael Bionvenu
Authorized Signature

Luke A. FRAZZ
(Print/Type)

Michael Bionvenu PhD, PE
(Print/Type)

Title:

President

Title:

Director of Transportation Operations

FOR DEPARTMENT USE ONLY

APPROVED:

Liz Holmes
Procurement Officer

LEGAL REVIEW:

Dawn Rader

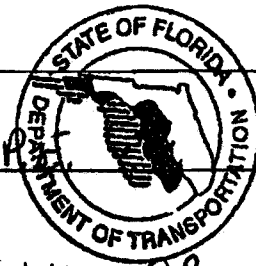


EXHIBIT "A"
SCOPE OF SERVICES

DISTRICTWIDE CONTAMINATION AND REMEDIATION SERVICES

A. OBJECTIVE

The Florida Department of Transportation (Department) District Four, requests environmental vendor services on an as-needed basis for the response to, and support of, all phases of Department business with an emphasis on the identification, handling and remediation of contaminated and hazardous materials and/or substances.

Two(2) Districtwide contracts are to be awarded: One under the Planning and Environmental Management Department, which will emphasize project development and planning support work; and one under the Operations & Maintenance Department, which will emphasize operations and roadway management and support work.

Work will involve conducting Phase I and Phase II site assessments, sampling & analytical testing, the implementation of various forms of remediation as needed and roadway plans & project file reviews, along with environmental project management as required. Additionally, response to emergency situations involving contaminated and hazardous materials and/or substances for situations determined by the Department to represent an immediate threat to the environment or citizens, land or waters of the State of Florida, or for situations deemed necessary by the Department.

B. SERVICES REQUIRED OF THE VENDOR

The vendor shall provide any of the following elements contained herein, if and when required by the Department:

1. Prepare Contamination Assessment Plans (CAP), conduct Contamination Assessments and prepare the associated report (CAR), prepare and implement Remedial Action Plans (RAP), and be prepared to discuss and define each element with the Department, and any other interested party, at the direction of the Department. The required services shall follow Chapter 376, FS, Rule 62-770, F.A.C., or current applicable Florida Department of Environmental Protection (FDEP) or United States Environmental Protection Agency (USEPA) regulations.
2. Prepare and/or review Contamination Screening Evaluation Reports in accordance with the Project Development and Environment Guidelines, Part II, Chapter 22 and as directed by the Department.

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EXHIBIT "A", SCOPE OF SERVICES

3. Monitor, sample, analyze, neutralize, decontaminate, assess, document, and/or cleanup of any material, spill, leak, release, or condition caused by any material, hazardous waste, contaminated or hazardous material and/or substance, regulated substance, or unknown substance, including petroleum products, as such need arises upon request by the Department.
4. Excavate, transport and dispose of any material in accordance with all Local, State and Federal ordinances, rules, regulation and laws. Vendor should perform all analytical testing required to dispose of the materials as well as facilitate the consequent disposal of the material. In the event a temporary storage area is required to "store" the material, the vendor shall arrange for the temporary storage area until final disposal arrangements are made and the final disposal of the material is accomplished. The Department's right-of-way for use as a temporary storage area will be evaluated on a case-by-case basis.
5. Comply with current Local, State and Federal laws, rules, regulation and codes whenever State work is being performed. All permits and licenses required for this contract will be obtained by the vendor and maintained for the duration of the contract. Prepare all documentation, where required by applicable Local, State and Federal laws, rules, regulations and codes and as directed by the Department.
6. The vendor shall be available on a twenty-four (24) hour, seven (7) days a week, fifty-two (52) weeks a year basis, and provide response to a given situation with adequate equipment, personnel and materials within a period of time as specified by the Department upon notice to the vendor and commensurate with the gravity of the situation. When directed by the Department, either orally or in writing, the vendor must respond to an emergency request immediately and have personnel at the specified location within the following time frames:
 1. Response to any scene along 1-595, 1-95, or 1-75 within 90 minutes of notification by the Department.
 2. Response to any other scene in District Four within two (2) hours of notification by the Department.All reasonable and feasible efforts should be made to uphold the State's Open Roads Policy for incidents that occur on State Roads.

ITN-DOT-08/09-4020FS
EXHIBIT "A", SCOPE OF SERVICES

7. The vendor shall own, subcontract or have immediate access to all equipment listed in the Price Proposal.
8. Utilize personnel trained and experienced in the following fields and sciences: civil engineering; geology; chemistry; biology; toxicology; microbiology; hydrology; chemical, environmental and mechanical engineering; heavy equipment operation; roadway construction; and contaminated or hazardous materials safety. Experience in the fields of contaminated or hazardous materials sampling, analysis, transportation and disposal, contaminated or hazardous materials and petroleum spill cleanup, site restoration, environmental audits, soil and groundwater remediation, and underground and aboveground tanks (UST / AST) services is required.
9. Furnish the Department with records and reports covering each assignment. Such records and reports shall be furnished at a frequency and will be of the type and form directed by the Department and, where applicable, will also be acceptable to the appropriate regulatory agency or authority. Electronic reports shall be provided in the current District Four software format as needed. The current Department software is: Microstation, Microsoft Office and ArcView.
10. All sampling and analytical laboratory services must be conducted in accordance with the vendor FDEP approved Quality Assurance/Quality Control (QA/QC) Plan.
The Department shall be provided with a copy of the vendor approved QA/QC Plan.
11. Analytical costs will be identified by class of pollutant and EPA test method. Indicate cost for samples based on standard turn around time. The standard turn around time for analytical results shall be five (5) calendar days. Indicate the cost for rush sampling, handling, analysis and reporting. The turn around time for rush handling, analysis and reporting shall be 24 hours.

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EXHIBIT "A", SCOPE OF SERVICES

12. Standard turn around time for analytical results shall be ten calendar days (maximum). Rush turn around time for analytical results shall be 72 hours (maximum).
13. Perform as required, those activities associated with the site preparation, clearing and grubbing, removal of USTs / ASTs, pressure testing of USTs / ASTs, removal of hydraulic lifts, conduct asbestos and/or lead surveys and abatement for facilities located within District Four, demolition incidental to environmental activities, construction or installation of transportation related features such as removal and/or replacement of existing asphalt or concrete pavement; removal, relocation, or replacement of underground utilities, (i.e.: storm drainage systems, water mains, sewer mains, etc.); the installation and operation of dewatering systems to facilitate installation of such underground utilities; installation of sheet pile to create cofferdams or barriers for the installation of certain construction features in dry conditions; or any other activity required in a construction project that must be accomplished when either contaminated or hazardous soil and/or groundwater has been identified in the immediate area and must be remediated whether prior to or concurrent with the construction project.
14. Work on underground and aboveground storage tanks may include but is not limited to, propane tanks, grease traps, chlorine tanks, and petroleum tanks.
15. Any work performed as stated above will be governed by the current version of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction and any additional requirements referenced in the Letter of Authorization authorizing such work.
16. Vendor may utilize company personnel or subcontractors to complete required construction work.
17. Replacement of the Project Manager or Contract Manager from the project will require the Department's prior written approval of whomever the vendors intends to substitute. Without this prior written approval, the Vendor will be considered in default.
18. Vendor personnel or subcontractor(s) designated to complete the required construction shall possess a working knowledge of Department specification requirements and a demonstrated record of successfully completed construction work of similar type(s) and description(s).
19. Requests to sublet any portion of the work must be submitted to the Department and a subcontractor may perform no work without prior authorization from the Department.

EXHIBIT "B"
METHOD OF COMPENSATION

DISTRICTWIDE CONTAMINATION AND REMEDIATION SERVICES

1.0 PURPOSE:

This Exhibit defines the limits of compensation to be made to the Vendor for the services set forth in the Exhibit "A" and the method by which payment shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Project Manager. A "Letter of Authorization" (LOA) will be issued for each project scheduled.

3.0 COMPENSATION:

The total of all authorizations shall not exceed a Budgetary Ceiling of \$ ~~5,000,000.00~~.

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease the Budgetary Ceiling by Amendment. Execution of this Agreement does not guarantee that work will be authorized.

A "Letter of Authorization" shall be provided to the Vendor for each assignment given in one of the two following methods:

Funded Services (Financial Project Number 415966 2 C201): A "Letter of Authorization" shall be provided to the Vendor for each assignment given for Funded Services up to a Maximum Amount of:

\$ 125,000.00 from Fiscal Year 09/10

The vendor shall not provide services that exceed the fiscal Year amount(s) without an approved Amendment from the Department.

Funds will not become available until the beginning of each fiscal year in July.

Unfunded Services: A Letter of Authorization and an approved encumbrance form shall be provided to the Vendor for each agreement to perform the Contract at a State supplied Maximum Amount of \$125,000.00. Funds shall be encumbered upon execution of the Letter of Authorization. No work shall begin on these services until the Vendor receives an approved encumbrance.

NOTE: Each "Letter of Authorization" shall state whether the project will be paid for under Funded Services or Unfunded Services and will list the balance of funds for each service.

The Vendor shall not start work or be paid for work performed prior to receiving written authorization

No Letters of Authorization shall exceed the budgetary ceiling amount of \$5,000,000.00 without an executed supplemental agreement.

Funds for future years will not be encumbered until July of that fiscal year.

Agreement Number	Total Agreement Amounts	Funded Amounts
Original Agreement	\$5,000,000.00	\$125,000.00
Total	\$125,000.00	\$125,000.00

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

For each a Letter of Authorization (LOA) the Vendor, following the Scope of Services as set forth in Exhibit "A", shall prepare an estimate of work and price based on the rates established in Exhibit "C", and allowable expenses. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the Department's Project Manager, a "Letter of Authorization" shall be issued by the Project Manager.

All work authorizations shall be completed within the term of this agreement.

Each LOA issued by the Department's Project Manager or designee shall serve as a formal notice to proceed and will include an effective time period for that particular LOA being issued.

No LOA shall authorize work beyond the term of this Agreement.
No work shall commence prior to this date of the LOA.

5.0 PROGRESS PAYMENTS:

The Vendor shall submit monthly invoices (3 copies) in a format acceptable to the Department. For the satisfactory performance of this service detailed in each "Letter of Authorization", the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment for services shall be made at the contract rates in Exhibit "C", as approved by the Department. The contract hourly billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin.

Invoices shall be submitted to: Florida Department of Transportation
Planning & Environmental Management
3400 West Commercial Blvd
Fort Lauderdale, FL 33309
ATTN: David Maloney

The vendor has indicated that Nine (9)% MBE utilization is planned for this contract. An MBE payment certification form should be submitted with each invoice.

6.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in Exhibit "A" are contained in Exhibit "C", attached hereto and made a part hereof.

7.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal property, as defined in Chapter 273, F.S.

EXHIBIT "C"
FORM "C"
Fair Market Rate
ENVIRONMENTAL SERVICE RATES

No.	Direct Labor* Classifications	Straight Rate
1-1	Principle / Corporate Manager	<u>\$1.00</u>
1-2	Project Manager / Contract Manager	<u>\$90.00</u>
1-3	Senior - Engineer, P.E. / Geologist, P.G.	<u>\$85.00</u>
1-4	Senior - Hydrogeologist / Scientist	<u>\$82.50</u>
1-5	Project - Engineer / Geologist / Scientist	<u>\$70.00</u>
1-6	Staff - Engineer / Geologist / Scientist	<u>\$60.00</u>
1-7	Certified Industrial Hygienist	<u>\$95.00</u>
1-8	Industrial Hygienist	<u>\$60.00</u>
1-9	Accountant, Financial Manager, CPA	<u>\$45.00</u>
1-10	Word Processor	<u>\$40.00</u>
1-11	Drafts Person/CADD Tech/GIS Tech	<u>\$50.00</u>
1-12	Field Health & Safety Officer	<u>\$60.00</u>
1-13	Field Foreman	<u>\$65.00</u>
1-14	Field Technician	<u>\$45.00</u>
1-15	Equipment Operator	<u>\$50.00</u>
1-16	Laborer	<u>\$40.00</u>

*Hourly Rates to include all add-ons (such as overhead, fringe benefits, operating margin, etc.).

FORM "C"
Fair Market Rate
ENVIRONMENTAL SERVICE RATES
NON-LABOR

No.	Heavy Equipment**	Daily Rate	Weekly Rate	Monthly Rate
2-1	Pickup Truck/Van	\$75.00	\$300.00	\$900.00
2-2	Automobile	\$45.00	\$180.00	\$530.00
2-3	Up to One-ton Truck	\$75.00	\$300.00	\$875.00
2-4	≥ One Ton to Two-ton Truck	\$110.00	\$440.00	\$1,500.00
2-5	Emergency Response Truck	\$75.00	\$300.00	\$900.00
2-6	Water Truck	\$400.00	\$1,500.00	\$3,500.00
2-7	Combination Backhoe 60-79 hp	\$250.00	\$680.00	\$1,700.00
2-8	Combination Backhoe 80-99 hp	\$275.00	\$750.00	\$1,850.00
2-9	Combination Backhoe 100+ hp	\$250.00	\$680.00	\$1,700.00
2-10	Excavator under 3/4 cu. yd bucket	\$775.00	\$3,100.00	\$9,300.00
2-11	Excavator 3/4 cu.yd to 1 1/2 cu. yd bucket	\$600.00	\$1,750.00	\$4,995.00
2-12	Excavator ≥ 1 1/2 cu.yd bucket or 50' long arm	\$1,400.00	\$2,300.00	\$6,500.00
2-13	Bulldozer 60-79 hp	\$450.00	\$1,400.00	\$3,400.00
2-14	Bulldozer 80-99 hp	\$530.00	\$1,800.00	\$3,850.00
2-15	Bulldozer 100+ hp	\$530.00	\$1,600.00	\$3,850.00
2-16	Loader (Rubber Tire) under 3 cu. yd bucket	\$500.00	\$1,400.00	\$3,950.00
2-17	Loader (Rubber Tire) 3 to 4 cu.yd bucket	\$625.00	\$1,750.00	\$4,050.00
2-18	Loader (Rubber Tire) over 4 cu.yd bucket	\$800.00	\$2,150.00	\$5,400.00
2-19	Motor Grader up to 12 ft blade	\$295.00	\$1,200.00	\$4,200.00
2-20	Motor Grader ≥ 12 ft blade up to 14 ft blade	\$300.00	\$1,450.00	\$4,350.00
2-21	Trench Compactor/ tamper	\$55.00	\$230.00	\$700.00
2-22	Vibry Roller	\$260.00	\$750.00	\$1,950.00
2-23	All Terrain Forklift 2-5 ton	\$245.00	\$700.00	\$1,950.00
2-24	Crane 10-50 ton	\$900.00	\$3,000.00	\$3,000.00
2-25	Crane 51-90 ton	\$1,000.00	\$4,000.00	\$4,000.00
2-26	Crane 91+ ton	\$2,600.00	\$8,000.00	\$8,000.00
2-27	Vac-Truck (liquid)	\$430.00	\$2,150.00	\$8,790.00
2-28	Vac-Con (solid)	\$800.00	\$4,000.00	\$15,900.00

**Price of equipment shall include all costs to operate and maintain. All mileage and fuel to be included in the price of equipment.

FORM "C"
Fair Market Rate
ENVIRONMENTAL SERVICE RATES
NON-LABOR

No. Field Analytical Equipment	Daily Rate	Weekly Rate	Monthly Rate
3-1 Portable Flame Ionization Detector (FID)/Organic Vapor Analyzer (OVA)	<u>30</u>	<u>150</u>	<u>600</u>
3-2 Thermometer, pH, Conductivity Meter	<u>10</u>	<u>40</u>	<u>160</u>
3-3 Multi-parameter Meter	<u>10</u>	<u>40</u>	<u>150</u>
3-4 Explosimeter	<u>10</u>	<u>40</u>	<u>160</u>
3-5 TRPH soil tester (Petroflag)	<u>10</u>	<u>40</u>	<u>150</u>
3-6 Total Organic Carbon Analyzer	<u>10</u>	<u>40</u>	<u>150</u>
3-7 Flash Point Analyzer	<u>10</u>	<u>40</u>	<u>150</u>
3-8 Head Space Analyzer, Purge and Trap	<u>5</u>	<u>20</u>	<u>75</u>
3-9 Dwyer Meter	<u>5</u>	<u>10</u>	<u>40</u>
3-10 Draeger Air Monitoring, Detection Pump	<u>15</u>	<u>45</u>	<u>100</u>
3-11 Ground Penetrating Radar Survey	<u>2200</u>	<u>11000</u>	<u>44000</u>
3-12 Dust Monitor	<u>10</u>	<u>40</u>	<u>120</u>
3-13 Noise Dosimeter	<u>10</u>	<u>40</u>	<u>120</u>
3-14 Magnetometer	<u>25</u>	<u>125</u>	<u>375</u>
3-15 Hydraulic Shears	<u>50</u>	<u>200</u>	<u>700</u>
3-16 Well Sampling Bailers (Non-Disposable)	<u>5</u>	<u>20</u>	<u>70</u>
3-17 Water Level Indicator	<u>10</u>	<u>40</u>	<u>120</u>
3-18 Peristaltic Pump with Hose and Tubing	<u>20</u>	<u>80</u>	<u>280</u>

FORM "C"
PRICE PROPOSAL
ENVIRONMENTAL SERVICE RATES
DRILLING SERVICES

No.	Drilling Costs **	Rate (ft/each)	Total
4-1	Soil Boring (ft)*	<u>\$13.40</u>	
4-2	Soil boring as part of well installation (ft.)*		
	(>5 ft below land surface)	<u>\$13.40</u>	
	Permanent PVC Monitoring/Recovery Well Installed (ft)*		
	Two Inch Diameter		
4-3	≤ to 25 ft.	<u>\$27.00</u>	
4-4	25 ft. to 50 ft.	<u>\$29.00</u>	
4-5	> 50 ft.	<u>\$31.45</u>	
	Four Inch Diameter		
4-6	≤ to 25 ft.	<u>\$37.75</u>	
4-7	25 ft. to 50 ft.	<u>\$40.15</u>	
4-8	> 50 ft.	<u>\$42.55</u>	
	Six Inch Diameter		
4-9	≤ to 25 ft.	<u>\$56.40</u>	
4-10	25 ft. to 50 ft.	<u>\$58.80</u>	
4-11	> 50 ft.	<u>\$61.20</u>	
	Temporary Well, Including abandonment, two inch (ft)*		
4-12	≤ to 25 ft.	<u>\$26.65</u>	
4-13	25 ft. to 50 ft.	<u>\$28.05</u>	
4-14	> 50 ft.	<u>\$31.45</u>	
	Direct Push Technology (DPT)		
4-15	Half Day Rate	<u>\$960.00</u>	
4-16	Full Day Rate	<u>\$1,800.00</u>	
4-17	Weekly Rate	<u>\$8,400.00</u>	
4-18	Flush Mount 8" Manhole Cover Installed (including pad), traffic bearing, bolt down (each)	<u>\$175.00</u>	
4-19	Locking Well Cap with Lock Installed (each)	<u>\$12.00</u>	
4-20	PVC Well Screen and Riser (microwell) including Sand Pack Installed (ft)*	<u>\$35.00</u>	
TOTAL FOR DRILLING CO TOTAL			

*The cost shall reflect installation using a certified environmental well driller. Wells and Soil Borings that are installed using a hand auger will be paid for on the basis of labor plus equipment rate. Mobilization and permit fees not included.

** All Drilling Costs shall include cost to restore the area to pre-existing condition, (sod, asphalt, concrete, etc.).

Note: Soil boring rates 4-1 & 4-2 may not be applied in conjunction with DPT installations

FORM "C"
PRICE PROPOSAL
ENVIRONMENTAL SERVICE RATES
NON-LABOR

No.	Recovery and Treatment Systems	Daily Rate	Weekly Rate	Monthly Rate
Soil, groundwater, and mobile treatment and recovery systems to be designed on a case by case basis as needed.				
5-1	Carbon Mini Skid	15	80	210
5-2	4000lb Carbon Cell	20	80	275
5-3	6000lb Carbon Cell	30	120	425
5-4	9000lb Carbon Cell	35	150	525
5-5	Clarifier	40	300	1300
5-6	Pump Scavenger	50	200	800
5-7	Pump Submersible 2"	55	140	400
5-8	Pump Submersible 3"	80	200	550
5-9	Pump Submersible 4"	80	200	550
5-10	Pump Diaphragm 1"	25	100	350
5-11	Pump Diaphragm 2"	75	185	475
5-12	Pump Diaphragm 3"	80	200	550
5-13	Pump Diaphragm 1" SS	25	100	350
5-14	Pump Diaphragm 2" SS	75	185	475
5-15	Pump Diaphragm 3" SS	80	200	550
5-16	Pump Centrifugal 2"	55	155	155
5-17	Pump Centrifugal 3"	80	200	200
5-18	Pump Centrifugal 4"	130	520	1580
5-19	Pump Sludge	55	155	155
5-20	Oil/Water Separator	50	100	150
5-21	Oil Skimmer Head	60	100	150
5-22	8-Inch Containment Boom (25ft roll)	35	105	200
5-23	4-Inch Containment Boom (25ft roll)	35	105	200
5-24	2000 Gal SS Tank	50	100	250
5-25	Pool W/Liner 10K	60	240	1500
5-26	Pool W/Liner 20K	100	450	575
5-27	Mobile Frac Tank 20k	40	300	1300
5-28	Portable Air Stripping Tower <100 GPM	50	100	150
5-29	Portable Air Stripping Tower 100 to <300 GPM	50	100	150
5-30	Portable Air Stripping Tower 300 to <600 GPM	50	100	150

FORM "C"
Fair Market Rate
ENVIRONMENTAL SERVICE RATES
NON-LABOR

No.	Miscellaneous Tools & Equipment*	Daily Rate	Weekly Rate	Monthly Rate
6-1	Motorized Product Transfer Pump	<u>20</u>	<u>80</u>	<u>280</u>
6-2	Flow Meter	<u>10</u>	<u>40</u>	<u>140</u>
6-3	Emergency Lighting	<u>25</u>	<u>100</u>	<u>350</u>
6-4	Air Compressor 185 CFM	<u>60</u>	<u>180</u>	<u>540</u>
6-5	Jon Boat, 12 ft to 20 ft	<u>20</u>	<u>80</u>	<u>280</u>
6-6	Chain Saw (14" bar)	<u>15</u>	<u>45</u>	<u>110</u>
6-7	Saws-All	<u>10</u>	<u>40</u>	<u>140</u>
6-8	Cut-off Saw, Hand Held	<u>30</u>	<u>90</u>	<u>215</u>
6-9	Cut-off Saw, Walk Behind	<u>30</u>	<u>90</u>	<u>215</u>
6-10	Concrete Coring Machine	<u>100</u>	<u>400</u>	<u>1400</u>
6-11	Oil-Water Interface Probe	<u>15</u>	<u>75</u>	<u>220</u>
6-12	Survey Instrument Set	<u>25</u>	<u>100</u>	<u>290</u>
6-13	Hand held GPS	<u>15</u>	<u>25</u>	<u>125</u>
6-14	Jack Hammer	<u>20</u>	<u>60</u>	<u>150</u>
6-15	Flashing Arrow Board (Trailer)	<u>50</u>	<u>200</u>	<u>700</u>
6-16	Barricades, Type I, II	<u>2</u>	<u>10</u>	<u>25</u>
6-17	Barricades, Type III	<u>5</u>	<u>25</u>	<u>110</u>
6-18	Traffic Cone	<u>1</u>	<u>4</u>	<u>14</u>
6-19	Metal Detector	<u>15</u>	<u>60</u>	<u>210</u>
6-20	Generator up to 5KW	<u>20</u>	<u>75</u>	<u>275</u>
6-21	Generator ≥ 5KW to 10KW	<u>120</u>	<u>380</u>	<u>750</u>
6-22	Generator ≥ 10KW to 50KW	<u>125</u>	<u>500</u>	<u>1500</u>
6-23	Drum Dolly	<u>5</u>	<u>20</u>	<u>70</u>
6-24	Hepa Vacuum	<u>90</u>	<u>360</u>	<u>1260</u>

* All other commonly used tools are considered tools of the trade and are not billable.

FORM "C"
Fair Market Rate
ENVIRONMENTAL SERVICE RATES
NON-LABOR

No.	Expendables*	Rate per ()	Total
7-1	Sorbent Roll (ft)	2	
7-2	Sorbent Pads (bale)	55	
7-3	Sorbent Booms (4" roll)	75	
7-4	Oil Dry (bag)	12	
7-5	Oil Skimmer (day)	10	
7-6	Lime Hydrated (100 lb)	10	
7-7	Breathing Air (cylinder)	11	
7-8	Visquine (roll)	80	
7-9	Blades, Cut-off Saw (each)	10	
7-10	Hepa Vac Hepa Filters (each)	50	
7-11	Disposable Bailer (each)	10	
7-12	Drum, Poly, 55-Gal (each)	30	
7-13	Drum Overpack, Steel (each)	171	
7-14	Drum Overpack, Poly (each)	200	
7-15	Drum 17H (each)	35	
7-16	Drum 17E (each)	30	
7-17	Drum 17C, PCB (each)	35	
7-18	Drum Tighthead (1A1-Y) each	35	
7-19	Drum Openhead (1A1-Y) each	35	

* All other commonly used expendables (PPE, trash bags, decontamination equipment, disposable equipment) are considered tools of the trade and are not billable.

FORM "C"
PRICE PROPOSAL
ENVIRONMENTAL SERVICE RATES
Group 8 Analyticals

No.	Analytical	Standard Method	Unit Price	Volume	Standard Method	Unit Price	Volume
8-1	GCMS-Extractable, Semi-Quant, Screen		\$48.00	\$60.00		\$48.00	\$60.00
8-2	Cost Per Sample						
8-3	GCMS Library Search (up to 20 unknowns)		\$48.00	\$60.00		\$48.00	\$60.00
8-4	EPA Method 8260 Priority Pollutant Volatile Organics		\$96.00	\$120.00		\$96.00	\$120.00
8-5	EPA Method 8270 Priority Pollutant Extractable Organics		\$222.00	\$252.00		\$222.00	\$252.00
8-6	EPA Method 801, 8021 or 8280 - for Priority Pollutant Volatile Organic Halocarbons		\$60.00	\$78.00		\$60.00	\$78.00
8-7	EPA Method 8021- Priority Pollutant Volatile Organic Halocarbons		\$60.00	\$78.00		\$60.00	\$78.00
8-8	EPA Method 602, 8021 or 8280 - Volatile Aromatics (BTEX & MTBE)		\$54.00	\$72.00		\$54.00	\$72.00
8-9	EPA Method 808/8081 - Chlorinated Pesticides/PCBs		\$90.00	\$108.00		\$90.00	\$108.00
8-10	EPA Method 808/8082 or 8270 - PCBs Only		\$54.00	\$72.00		\$54.00	\$72.00
8-11	EPA Method 810, 8100, 8270 or 8310 - Polyaromatic Hydrocarbons		\$96.00	\$120.00		\$96.00	\$120.00
8-12	EPA Method 804/801, or 8011 - for ethylene dibromide (EDB)		\$36.00	\$48.00		\$36.00	\$48.00
8-14	EPA Method 8240/8280 - Volatile Organics by GC/MS		\$96.00	\$120.00		\$96.00	\$120.00
8-15	EPA Method 8270 - Semivolatile Organics by GC/MS		\$222.00	\$252.00		\$222.00	\$252.00
8-16	EPA Method 624/8260 Priority Pollutant List, 40 CFR 423, Appendix A		\$96.00	\$120.00		\$96.00	\$120.00
8-17	EPA Method 625/8270 Priority Pollutant List, 40 CFR 423, Appendix A		\$222.00	\$252.00		\$222.00	\$252.00
8-18	TRPH by FL-PRO		\$84.00	\$102.00		\$84.00	\$102.00
8-19	Pre-burn (virgin) EPA Method 8021/ TRPH / RCRA Metals		\$258.00	\$288.00		NA	NA
8-20	Pre-burn (non-virgin) EPA Method 8021/ TRPH / RCRA Metals		\$288.00	\$324.00		NA	NA
8-21	TCLP Extraction (per sample)		\$42.00	\$54.00		NA	NA
8-22	8 RCRA Metals		\$78.00	\$96.00		\$78.00	\$96.00
8-23	TCLP 8 RCRA Metals		\$120.00	\$150.00		\$120.00	\$150.00
8-24	Priority Pollutant Metals		\$150.00	\$182.00		\$150.00	\$182.00
8-25	TCLP Volatiles					NA	NA
8-26	EPA Methods 1311/1312/8240		\$138.00	\$150.00		NA	NA
8-27	TCLP Semi-Volatiles					NA	NA
8-28	EPA Methods 1311/1312/8270		\$264.00	\$288.00		NA	NA
8-29	TCLP Pesticides					NA	NA
8-30	EPA Methods 1311/1312/8080		\$132.00	\$156.00		NA	NA
8-31	TCLP Herbicides					NA	NA
8-32	EPA Methods 1311/1312/8150		\$144.00	\$180.00		NA	NA
8-29	62-770 FAC GAG/KAG Table B Compounds (BTEX, PAH's and TRPH only)		\$234.00	\$258.00		\$234.00	\$258.00
8-30	62-770 FAC Table C Compounds (Used Oil only)		\$528.00	\$552.00		\$528.00	\$552.00
8-31	62-770 FAC Table C Compounds (Other Petroleum)		\$228.00	\$252.00		\$228.00	\$252.00
8-32	Petro Flag Test Kit - EPA Method 9074		\$55.00	\$55.00		NA	NA
		TOTAL FOR GROUP 8 ANALYTICAL					

FORM "C"
PRICE PROPOSAL
ENVIRONMENTAL SERVICE RATES
Group 9 & 10 Analyticals

Standard Turnaround Time 10 Calendar Days Max. Rush Turnaround Time 24 hours - 72 hrs max					
No.	Group 9 Analytical	Soil Rate		Liquid Rate	
		Standard	Rush	Standard	Rush
9-1	Aluminum	\$4.80	\$7.20	\$4.80	\$7.20
9-2	Antimony	\$7.20	\$9.60	\$7.20	\$9.60
9-3	Arsenic	\$14.40	\$16.80	\$14.40	\$16.80
9-4	Barium	\$7.20	\$9.60	\$7.20	\$9.60
9-5	Beryllium	\$4.80	\$7.20	\$4.80	\$7.20
9-6	Boron	\$4.80	\$7.20	\$4.80	\$7.20
9-7	Cadmium	\$14.40	\$16.80	\$14.40	\$16.80
9-8	Calcium	\$4.80	\$7.20	\$4.80	\$7.20
9-9	Chromium	\$14.40	\$16.80	\$14.40	\$16.80
9-10	Chromium (Hexavalent)	\$14.40	\$16.80	\$14.40	\$16.80
9-11	Cobalt	\$4.80	\$7.20	\$4.80	\$7.20
9-12	Copper	\$14.40	\$16.80	\$14.40	\$16.80
9-13	Iron	\$7.20	\$9.60	\$7.20	\$9.60
9-14	Lead	\$14.40	\$16.80	\$14.40	\$16.80
9-15	Magnesium	\$4.80	\$7.20	\$4.80	\$7.20
9-16	Manganese	\$4.80	\$7.20	\$4.80	\$7.20
9-17	Mercury	\$19.20	\$21.60	\$19.20	\$21.60
9-18	Mercury (low level - rush TAT = 5 days)	NA	NA	\$120.00	\$180.00
9-19	Molybdenum	\$4.80	\$7.20	\$4.80	\$7.20
9-20	Nickel	\$4.80	\$7.20	\$4.80	\$7.20
9-21	Potassium	\$4.80	\$7.20	\$4.80	\$7.20
9-22	Selenium	\$7.20	\$9.60	\$7.20	\$9.60
9-23	Silver	\$7.20	\$9.60	\$7.20	\$9.60
9-24	Sodium	\$4.80	\$7.20	\$4.80	\$7.20
9-25	Thallium	\$7.20	\$9.60	\$7.20	\$9.60
9-26	Tin	\$4.80	\$7.20	\$4.80	\$7.20
9-27	Vanadium	\$4.80	\$7.20	\$4.80	\$7.20
9-28	Zinc	\$7.20	\$9.60	\$7.20	\$9.60
9-29	* TCLP Extraction (dup)	\$42.00	\$54.00	\$42.00	\$54.00
9-30	8 RCRA Metals (dup)	\$78.00	\$96.00	\$78.00	\$96.00
9-31	TCLP 8 RCRA Metals (dup)	\$120.00	\$150.00	\$120.00	\$150.00
Standard Turnaround Time 10 Calendar Days Max. Rush Turnaround Time 24 hours - 72 hrs max					
	GROUP 10 OTHER	Soil Rate		Liquid Rate	
		Standard	Rush	Standard	Rush
10-1	Oil and Grease (O & G)	\$36.00	\$42.00	\$36.00	\$42.00
10-2	Phenols (Total Colorimetric)	\$24.00	\$30.00	\$24.00	\$30.00
10-3	Cyanide	\$30.00	\$36.00	\$30.00	\$36.00
10-4	Flammability	\$12.00	\$12.00	\$12.00	\$12.00
10-5	Corrosivity	\$12.00	\$12.00	\$12.00	\$12.00
10-6	Reactivity	\$54.00	\$66.00	\$54.00	\$66.00
10-7	Ignitability	\$12.00	\$12.00	\$12.00	\$12.00
10-8	Chloride	\$12.00	\$12.00	\$12.00	\$12.00
10-9	Ash Content	\$24.00	\$24.00	\$24.00	\$24.00
10-10	Total Solids	NA	NA	\$6.00	\$6.00
10-11	Total Suspended Solids	NA	NA	\$9.60	\$9.60
10-12	Total Dissolved Solids	NA	NA	\$9.60	\$9.60
10-13	BTU Content	\$36.00	\$54.00	\$36.00	\$54.00
10-14	Flash Point	\$12.00	\$12.00	\$12.00	\$12.00
10-15	Total Halogens	\$33.60	\$39.60	\$33.60	\$39.60
10-16	pH	\$12.00	\$12.00	\$12.00	\$12.00
10-17	Total Organic Carbon	\$60.00	\$72.00	NA	NA
10-18	EPA Method TO-18 (air)	\$72.00	\$72.00	\$72.00	\$72.00
10-19	Waste Screening to Include:	\$120.00	\$120.00	\$120.00	\$120.00
	Oxidizer				
	Peroxide Containing				
	Cyanide Containing				
	Sulfide Containing				
	Chlorinated Solvent Containing				

* per individual sample



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

November 13, 2009

Yudex Hasbun
WRS Infrastructure & Environment, Inc
10050 NW 116 Way, Suite 18
Miami Florida 33178

RE: Modification Number: One

Amendment Number: One

Agreement Number: BDO 78
Financial Project I.D. Number(s): 415966 2 C201

Description: Districtwide Contamination and Remediation Services

Dear Mr. Hasbun:

Enclosed please find an executed **amendment agreement** between the Department and your firm for services on the above reference project.

Services are to be completed on or before **September 30, 2012**.

If you have any questions concerning this agreement, please do not hesitate to contact me at **954-777-4618**.

Sincerely,

Fernicia Smart
Commodities/Contractual Services Agent
Procurement Office
District Four

fs/s

cc w/enc.: David Maloney, FDOT Project Manager
District Financial Services
File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT
MODIFICATION # 1

375-040-07
PROCUREMENT
11/08

Agreement No. BDO 78
Financial Project I.D. 415966-2-C2-01
Vendor No. F621260585001
Procurement No. ITN-DOT-08/09-4020FS
DMS Catalog Class No.

Amendment # 1

This Agreement, made and entered into this 13th day of November, 2009
by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and
WRS INFRASTRUCTURE & ENVIRONMENT, INC.

duly authorized to conduct business in the State of Florida, hereinafter called the "Vendor."

WITNESSETH:

WHEREAS, the Department and the Vendor heretofore on September 30, 2009
entered into an agreement, hereinafter called the "Original Agreement," whereby the Department retained the Vendor to
furnish certain services in connection with DISTRICTWIDE CONTAMINATION AND REMEDIATION SERVICES
; and

WHEREAS, the Department has determined it necessary to amend the agreement to modify and add
contract language

NOW, THEREFORE, this Agreement witnesseth the following amendment is made;
specifications, page A1 thru A2

The attached specification is hereby incorporated into this Agreement

Except as hereby modified, amended, or changed, all of the terms and conditions of said agreement and any amendments
thereto will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and
year set forth above.

WRS INFRASTRUCTURE & ENVIRONMENT, INC.

Name of Vendor

BY:

Authorized Signature

(Print/Type)

Title:

Treasurer

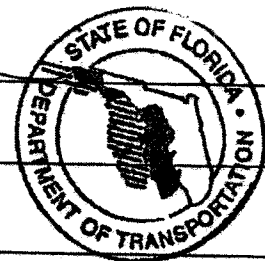
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

BY:

Michael Bienvenu, PhD, P.E.

(Print/Type)

Title: Director of Operations



FOR DEPARTMENT USE ONLY

APPROVED:

Procurement Office

LEGAL REVIEW:

**ATTACHED SPECIFICATIONS
 FOR
 MODIFICATION NUMBER ONE AMENDMENT NUMBER ONE**

1.0 PURPOSE

The Vendor was retained by the Department to perform certain services in connection with **Districtwide Contamination and Remediation Services**. The Department desires to make changes to the Original Agreement with Modification Number One Amendment Number One.

2.0 SUMMARY OF SERVICES

The Method of Compensation as reference in Exhibit "B" of the Original Agreement will remain the same.
 The Vendor shall continue to provide all services described in the original agreement and subsequent modifications. The Vendor shall have until **September 30, 2012 in which to compete all services.**

3.0 SUMMARY OF FEES

The Summary of Fees are as follows:

Agreement Number	Agreement Amount	Funded Amounts
Original Agreement (Sept. 30, 2009)	\$5,000,000.00	\$125,000.00
Modification #1, Amendment #1	\$0.00	\$0.00
Total Amount	5,000,000.00	\$125,000.00

4.0 DETAILS OF FEES

All non-rate sheet items necessary for work not listed in form "C" Environmental Service Rates shall be paid for at a cost plus mark-up.

The total of the non-rate sheet items shall have a mark-up of 10% per letter of authorization.

All non-rate sheet items must be approved by the Project Manager prior to the expenditure and when possible the Consultant must obtain three (3) quotes and utilize the lowest quote.

Mark-up rates shall not be applied to salary cost.

All Form "C" Environmental Service rates shall be invoiced at the Daily or Weekly Rate, whichever is most economical to the Department. Daily cost prices shall reflect a twenty-four (24) hour day.

Equipment and facilities used less than eight (8) hours a day will be paid on a pro-rated basis by the quarter day.

The rate submitted by vendor shall remain the same for the duration of the contract.

The Vendor shall be paid based on the rates established in Exhibit "C" of the Original Agreement and subsequent Modifications, Supplements and Amendments.

5.0 DEPARTMENT RESPONSIBILITIES

The Department will continue to provide all services outlined in the Original Agreement.

6.0 RENEWALS

This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever period is longer. Renewals shall be contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 8/25/2010	
PRODUCER Commercial Lines - (404) 531-5400 Wells Fargo Insurance Services USA, Inc. 1100 Johnson Ferry Road, Suite 250 Atlanta, GA 30342-1740		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 WRS Infrastructure & Environment, Inc. Compass Environmental, Inc. 221 Hobbs Street, Suite 108 Tampa, FL 33619		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: American International Specialty Lines Ins. Co.	26883
		INSURER B: Commerce & Industry Insurance Company	19410
		INSURER C: New Hampshire Insurance Co.	23841
		INSURER D: Illinois National Insurance Company	23817
		INSURER E: Charter Oak Fire Insurance Co.	25615

COVERAGES								
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.								
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A		GENERAL LIABILITY	PROP1810371 Retro Date: 1/20/88 / 10/01/01	05/14/2010	05/14/2011	EACH OCCURRENCE	\$ 1,000,000	
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 25,000	
		<input checked="" type="checkbox"/> Pollution				GENERAL & ADV INJURY	\$ 1,000,000	
		<input checked="" type="checkbox"/> Professional Liab.				GENERAL AGGREGATE	\$ 2,000,000	
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$ 2,000,000	
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				Employee Benefits	1,000,000	
B		AUTOMOBILE LIABILITY	CA3777963 PIP: Statutory Limit	05/14/2010	05/14/2011	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$	
		<input checked="" 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						
		<input checked="" type="checkbox"/> UM/UIM - \$1,000,000 Limit						
		<input checked="" type="checkbox"/> Med Pay: \$5,000 Limit						
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$	
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$	
						AUTO ONLY: AGG	\$	
A		EXCESS/UMBRELLA LIABILITY	PROU7171715	05/14/2010	05/14/2011	EACH OCCURRENCE	\$ 20,000,000	
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 20,000,000	
		<input type="checkbox"/> DEDUCTIBLE					\$	
		<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$	
							\$	
							\$	
							\$	
							\$	
							\$	
							\$	
C D D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WC1894606 (AOS)	05/14/2010	05/14/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER		
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC1894608 (FL)	05/14/2010	05/14/2011	E.L. EACH ACCIDENT	\$ 1,000,000	
		If yes, describe under SPECIAL PROVISIONS below	WC1894607(TX)	05/14/2010	05/14/2011	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	
E E E		OTHER	QT6309769M786TIL09	5/14/10	5/14/11	\$10,932,283		
		Scheduled Equipment	QT6309769M786TIL09	5/14/10	5/14/11	500,000		
		Unlisted Equipment	QT6309769M786TIL09	5/14/10	5/14/11	950,000		
		Leased & Rented Equipment						
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS Palm Beach County and Lake Worth Drainage District are Additional Insured on General Liability, Auto Liability and Umbrella (Umbrella as per follow form provision) as respects liability arising out of Named Insured's ongoing operations for them as required by written contract.								

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County 50 South Military Trail Suite 110 West Palm Beach, FL 33415-3100	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 <i>James Smith</i>

IMPORTANT

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

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

DISCLAIMER

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