

Agenda Item #: 3-C-7

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date: November 1, 2011 Consent Regular
 Workshop Public Hearing
 Department:
 Submitted By: Engineering & Public Works Department
 Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an Agreement with Wantman Group, Inc., in the amount of \$50,883.94, for professional services for the preparation of design plans and construction bid documents for West Atlantic Avenue and Jog Road Intersection Improvements. This Agreement was approved on September 13, 2011, by the County Engineer, as a delegated authority in accordance with the Purchasing Code.

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

District 5 (PK)

Background and Justification: On September 13, 2011, the County Engineer approved an Agreement in the amount of \$50,883.94, with Wantman Group, Inc., to provide professional services required for the preparation of design plans and construction bid documents for the West Atlantic Avenue and Jog Road Intersection Improvements project. This receive and file agenda item was prepared to provide the Agreement to the Clerk's Office for placement in the public record.

Attachments:

1. Location Map
 2. Agreement (with Exhibits "A", "B", "C", "D", and "E", Certificate of Insurance)
- =====

Recommended by: *[Signature]* 9/20/11
Division Director Date

Approved By: *[Signature]* 9/29/11
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2012	2013	2014	2015	2016
Capital Expenditures	\$66,154	-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	\$66,154	-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 6505

Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund
W Atlantic Ave/W of Lyons Rd to E of FL Turnpike

Task Authorization	
Basic Services	\$ 42,654.22
Reimbursable Expenses	\$ 3,840.00
Optional Services	\$ 4,389.72
Total Authorization	\$ 50,883.94
Staff Costs	
Roadway Production	\$ 10,180.00
Traffic	\$ 5,090.00
Fiscal Impact	\$ 66,153.94

C. Departmental Fiscal Review:

Alicia Povalainen

III. REVIEW COMMENTS

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

[Signature] 10/4/11
OFMB SN 10/31/11
10/3/11 cc

[Signature] 10/11/11
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

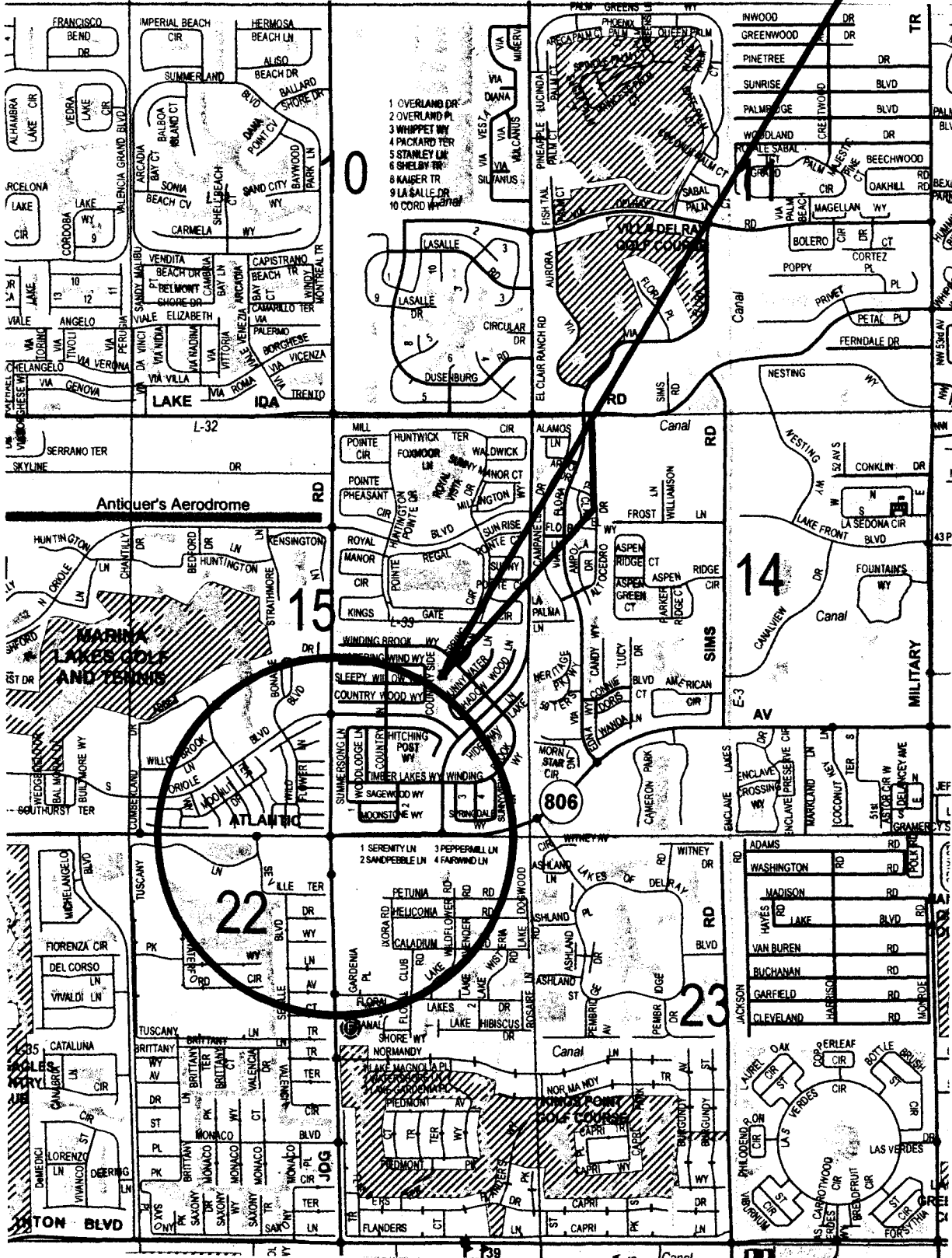
Paul F. [Signature] 10/12/11
Assistant County Attorney

C. Other Department Review:

Department Director

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

**West Atlantic Avenue and Jog Road
Intersection Improvements
Palm Beach County Project No. 2006604**



Location Map



Department of Engineering
and Public Works

P.O. Box 21229

West Palm Beach, FL 33416-1229

(561) 684-4000

FAX: (561) 684-4050

www.pbcgov.com

Palm Beach County
Board of County
Commissioners

Karen T. Marcus, Chair

Shelley Vana, Vice Chair

Paulette Burdick

Steven L. Abrams

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

September 13, 2011

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

**RE: WEST ATLANTIC AVENUE AND JOG ROAD
INTERSECTION IMPROVEMENTS
PALM BEACH COUNTY PROJECT NO. 2006604
NEW PROJECT AGREEMENT DATED SEPTEMBER 13, 2011
ACCT. NO.: 3500-361-1085-6505 COMMISSION DISTRICT: 5**

Dear Mr. Wantman,

This letter serves as your "Notice to Proceed" with the services for the above referenced project, which were approved by the County Engineer. These services shall be performed in accordance with the attached Consultant Agreement dated August 13, 2011. Please note that the Agreement requires separate specific authorization from the County prior to proceeding with any **Optional Services**.

Compensation for these services are approved as follows, and are not to be exceeded without authorization from Palm Beach County: **Basic Services** (Lump Sum) \$42,654.22; **Reimbursable Services** (Not to Exceed) \$3,840.00; **Optional Services** (Not to Exceed) \$4,389.72; for a total amount of **\$50,883.94**.

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

If you have any questions, please feel free to contact me at 561/684-4149.

Sincerely,


David L. Young, P.E.
Special Projects Manager

DY:jd

Attachment

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

ec: Omelio A. Fernandez, P.E., Director, Roadway Production Division
David Young, P.E., Special Projects Manager, Roadway Production Division
Tony W. Miller, P.E., Project Engineer, Roadway Production Division
Jorge Hernandez, TA III, Roadway Production Division
Rose Ann Clements, TA II, Roadway Production Division

F:\ROADWAY\CCNA\2008\2006604\NTP_GTW.doc

ATTACHMENT 2

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

This is an Agreement made as of September 13, 2011 between **Palm Beach County, Florida (COUNTY)** and **Wantman Group, Inc. (CONSULTANT)**, an engineering firm having an office and a place of business at 2035 Vista Parkway, Suite 100, West Palm Beach, Florida 33411, and having Federal Tax I.D. #65-0271367. The COUNTY intends to construct additional right turn lanes at the intersection of **West Atlantic Avenue and Jog Road, Project No. 2006604** (hereinafter called the **PROJECT**).

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

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 General

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

1.1.2 The CONSULTANT shall prepare all plans in accordance with Palm Beach County Thoroughfare Design Procedures, current standards adopted by AASHTO, and the Florida Department of Transportation Manual of Uniform Minimum Standards, and all other applicable professional and technical standards. Plans shall be based on the North American Datum of 1983 (NAD 83) 1990 Adjustment and the North American Vertical Datum of 1988 (NAVD 88). They shall be accurate, legible, complete in design, drawn to scale, and shall be suitable for bidding purposes, unless otherwise stated in Exhibit "A".

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

The CONSULTANT further contracts with the COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Agreement first written. It is specifically understood that the

Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the project.

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

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

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Services Requiring Authorization in Advance

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

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

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

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

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

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

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

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

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

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

SECTION 3 - COUNTY'S RESPONSIBILITY

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

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

SECTION 4 - PERIODS OF SERVICE

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

SECTION 5 - PAYMENTS TO CONSULTANT

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

5.1.1. Basic Services: The COUNTY will pay the CONSULTANT the lump sum of \$42,654.22 for completion of the Basic Services set forth in Exhibits "A" and "B".

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

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

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

5.1.3. Reimbursable Expenses: The COUNTY will pay the CONSULTANT the actual costs of all reimbursable expenses incurred in the provision of these services when authorized in writing by the COUNTY. These expenses will not exceed \$3,840.00 without additional authorization from the COUNTY.

5.1.4. Optional Services: The COUNTY will pay the CONSULTANT for completion of the Optional Services set forth in Exhibits "A" and "B" when the provision of each service is specifically authorized in writing by the COUNTY. These expenses will not exceed \$4,389.72 without additional authorization from the COUNTY.

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

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

5.2. Payments

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

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

5.3. **Other Provisions Concerning Payments**

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

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

5.4. **Definitions**

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

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

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. **Opinions of Cost**

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

SECTION 7 - GENERAL CONSIDERATION

7.1. **Termination**

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

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

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

7.2. **DISCLOSURE AND OWNERSHIP OF DOCUMENTS**

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

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

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

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

7.3 **Reuse of Documents**

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

7.4. **Insurance**

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

7.4.1 **Commercial General Liability**

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

7.4.2. **Business Automobile Liability**

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

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

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

7.4.4. **Professional Liability**

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

7.4.5. **Additional Insured**

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

7.4.6. **Waiver of Subrogation**

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

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

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

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

7.4.8 **Umbrella or Excess Liability**

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

7.4.9 **Right to Review**

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

7.5. **Indemnification**

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

7.6. **Controlling Law and Venue**

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

7.7. **Successors and Assigns**

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

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

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

7.8 **Subcontracting**

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

In accordance with Palm Beach County Small Business Enterprise (SBE) Ordinance #2002-064, as amended from time to time, the annual goal for SBE participation for Professional Services is 15.0%. The CONSULTANT has committed to 0.0% for this Project.

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

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

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

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

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

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

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

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

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

7.9. **Personnel**

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

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

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

7.10. **Availability of Funds**

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

7.11. **Conflict of Interest**

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

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

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

7.12. **Independent Contractor Relationship**

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

7.13. **Access and Audits**

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

7.14 **Severability**

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

7.15 **Entirety of Contractual Agreement**

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

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

7.16 **Office of the Inspector General**

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421 – 2-440, 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 CONSULTANT, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

8.1 Federal & State Tax

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONSULTANT authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

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

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

8.2.1. Exhibit A: Scope of Services

8.2.2. Exhibit B: Fee Summary

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

8.2.4. Exhibit D: Participation for SBE Consultants

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

8.3. This Agreement (consisting of pages 1 to 15, inclusive), together with the Exhibits and Schedules identified above constitute the entire Agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

SECTION 9 - CRIMINAL HISTORY RECORDS CHECK

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

SECTION 10 - REGULATIONS; LICENSING REQUIREMENTS

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

SECTION 11 - ARREARS

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

SECTION 12 - NONDISCRIMINATION

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

SECTION 13 - AUTHORITY TO PRACTICE

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

SECTION 14 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Agreement by the CONSULTANT shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Agreement are accurate, complete and current as of the date of the Agreement and no higher than those charged the CONSULTANT'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The COUNTY shall exercise its rights under this Article 4 within three (3) years following final payment.

SECTION 15 - REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONSULTANT or its subcontractors and without their fault or negligence. Such causes include, but are not limited to, acts of God, force majeure, natural or public health emergencies, labor disputes, freight embargoes, and abnormally severe and unusual weather conditions.

Upon the CONSULTANT'S request, the COUNTY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without it or its subcontractors fault or negligence, the Agreement Schedule and/or any other affected provision of this Agreement shall be revised accordingly, subject to the COUNTY'S rights to change, terminate, or stop any or all of the work at any time.

SECTION 17 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

SECTION 18 - PUBLIC ENTITY CRIMES

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

SECTION 19 - MODIFICATIONS OF WORK

The **COUNTY** reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the **CONSULTANT** of the **COUNTY'S** notification of a contemplated change, the **CONSULTANT** shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the **COUNTY** of any estimated change in the completion date, and (3) advise the **COUNTY** if the contemplated change shall affect the **CONSULTANT'S** ability to meet the completion dates or schedules of this Agreement.

If the **COUNTY** so instructs in writing, the **CONSULTANT** shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the **COUNTY'S** decision to proceed with the change.

If the **COUNTY** elects to make the change, the **COUNTY** shall initiate an Agreement Amendment and the **CONSULTANT** shall not commence work on any such change until such written amendment is signed by the **CONSULTANT** and approved and executed on behalf of Palm Beach County.

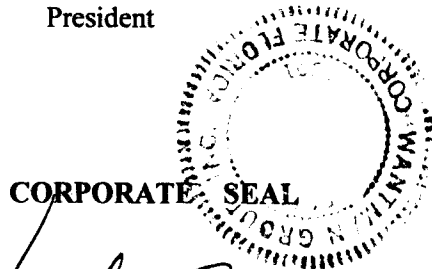
IN WITNESS WHEREOF, the parties have made and executed this Agreement as of the day and year first above written.

OWNER:
Palm Beach County, Florida

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

CONSULTANT:
Wantman Group, Inc.

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



Jathleen R. Fontaine
(Signature)

BY: Jathleen R. Fontaine
(Print Name)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: *[Signature]*

Glenna Jones
(Signature)
Glenna Jones

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: *[Signature]*
Assistant County Attorney

EXHIBIT "A"



Engineering Surveying Environmental Planning

*Scope & Fee OK,
DJY*

August 5, 2011

Exhibit "A" - Page 1 of 5

Mr. David L. Young, PE
Special Projects Manager
PBC Engineering and Public Works Department
Roadway Production Division
2300 N. Jog Road, Third Floor - West Wing
West Palm Beach, Florida 33411-2745

**Re: Atlantic Avenue / Jog Road Intersection Right Turn Lane Improvements
ENGINEERING SERVICES CONTRACT FOR PLANS UPDATE & POST
DESIGN SERVICES (2006604)**

Dear David:

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

I. DESCRIPTION

Additional right-turn lanes are required at the intersection of Atlantic Avenue with Jog Road to provide vehicular operational improvements. These improvements are necessary to comply with Palm Beach County (PBC) development orders related to proposed land development sites located on Atlantic Avenue, west of Lyons Road.

The intersection improvements include roadway widening to provide for an additional eastbound to southbound (EB-SB) right-turn lane on Atlantic Avenue and an additional northbound to eastbound (NB-EB) right-turn lane on Jog Road. The turn-lane improvements will impact the existing span-wire signal at this intersection. The existing span-wire mounted signal will be replaced with mast arm mounted signals. Design plans for these improvements were completed and permitted in 2009. Subsequently, the project was "shelved". Now, PBC is moving forward with construction and needs to update the plans in accordance with current Florida Department of Transportation (FDOT) Standards. Additionally, any expired permits will need to be reacquired.

II. OBJECTIVES

Wantman Group, Inc. (Design Team) shall review / revise the design and set of contract plans for construction within the specified project limits. Elements of work involved in the plans update and / or permitting shall include:

Scope of Services/Fee - Palm Beach County, Atlantic Ave/Jog Rd Turn Lane Improvements Plans Update

Mr. David L. Young, PE
August 5, 2011
Page 2 of 5

Exhibit "A" - Page 2 of 5

- A. Roadway Design
- B. Drainage Plans / Design and Permitting
- C. Signalization Plans
- D. Signing and Marking Plans
- E. Structures
- F. Subsurface Utility Locations
- G. Field Surveys
- H. Post Design (Construction Phase) Services

III. SCOPE OF SERVICES

The services to be provided within the limits of the Scope of Services shall address items A through H in Section II in accordance with the PBC Thoroughfare and Roadway Design Procedures, 1998 and the latest State criteria, as applicable and as expanded below.

A. ROADWAY DESIGN

Review of completed plans for conformance with the current FDOT and PBC standards. This effort will include updates to pay items as well. All plan sheets will be reviewed for conformance.

WGI will attend all necessary meetings (up to 6) required to coordinate, revise the design and permit this project. Any additional meetings will be billed at our hourly rates as an additional service.

B. DRAINAGE PLANS / DESIGN AND PERMITTING

Review of completed plans for conformance with the current FDOT and PBC drainage design standards. This effort will include updates to pay items as well.

Based on correspondence from PBC, the South Florida Water Management District (SFWMD) Environmental Resource Permit previously secured by WGI for this project remains active. Likewise, the FDOT general use permit issued previously has been extended for 1 year, however modifications to plans may require the resubmittal and consequently additional reviews by FDOT. Regarding Lake Worth Drainage District (LWDD), a new permit will be required and the application package must be prepared in accordance with their current permitting criteria.

It is anticipated that all previous stormwater design, calculations, etc. will be sufficient information to secure a new permit from LWDD. If plan revisions and / or drainage design modifications are required, all plan revisions or drainage design modifications will be billed at our hourly rates as an additional service.

Mr. David L. Young, PE

August 5, 2011

Page 3 of 5

Exhibit "A" - Page 3 of 5

C. SIGNALIZATION PLANS

Review of completed plans for conformance with the current FDOT and PBC signalization design standards. This effort will include updates to pay items as well. Additionally, at the request of Palm Beach County – Traffic, vehicle detection methods will be modified from pavement loops to video detection.

D. SIGNING AND MARKING PLANS

Review of completed plans for conformance with the current FDOT and PBC signing and marking design standards. This effort will include updates to pay items as well.

E. STRUCTURES

The Design Team will review the signal pole / mast arm assembly calculations and verify the conditions assumed in the calculations previously are still appropriate for current FDOT and PBC signalization / structure design standards.

F. SUBSURFACE UTILITY LOCATIONS

Despite previously “clearing” signal pole / mast arm locations, the Design Team will go out and “clear” locations based on present day existing utilities using non-invasive means, vacuum excavation or laser scanning. This includes both underground and overhead utilities.

G. FIELD SURVEYS

The Design Team will complete a thorough “plans-in-hand” field review to verify site conditions depicted in the previous set of plans are representative of current site conditions. If deviations are identified, PBC will be notified regarding the ramifications of not surveying the deviations and updating the proposed design.

H. POST DESIGN SERVICES

The Design Team will assist PBC with Post Design Services by providing shop-drawing reviews, field observations, and construction coordination on an as-needed basis.

IV. REIMBURSABLE EXPENSES

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

Mr. David L. Young, PE

August 5, 2011

Page 4 of 5

Exhibit "A" - Page 4 of 5

All subconsultant fees and Permits/Fees as outlined in this Scope of Services are also reimbursable expenses.

V. GENERAL REQUIREMENTS FOR WORK

A. DESIGN TEAM'S SCHEDULE OF ACTIVITIES

Within ten (10) days of a written Notice to Proceed, the Design Team shall provide a schedule of project milestones. For purposes of scheduling, the Design Team will allow three (3) weeks review time for all Phase review submittals. This schedule shall be updated and resubmitted for PBC's approval throughout the course of the project as requested.

B. PHASE REVIEWS

Interim Plan Submittals will include the following:

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

The Final Plans Submittal will include the following:

- One (1) copy of Construction Plans (signed and sealed);
- One (1) copy of Construction Plans (pdf format);
- All required environmental and FDOT permits;
- Responses to final comments;
- One (1) copy of final Design Documentation; and
- One (1) copy of all design files on CD

VI. PBC RESPONSIBILITIES

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

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

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

Mr. David L. Young, PE
August 5, 2011
Page 5 of 5

Exhibit "A" - Page 5 of 5

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

The County shall designate in writing a representative or representatives to represent the County in all technical matters pertaining to and arising from the work and performance of this Scope of Services.

VII. LENGTH OF SERVICES

The Basic Services (including permits) will be completed within six (6) months from the date of the Letter of Authorization.

EXHIBIT "B"

Master Summary - Estimate of Work Effort & Fee Proposal

PBC Project No.: 2006604
 WGI Project No.: 206603.00
 Job Description: Atlantic Ave & Jog Rd Intersection Improvements

Consultant: WANTMAN GROUP, INC
 Date Prepared: August 5, 2011
 From:
 To:
 Length: 0.4 miles

Work Element / Activity	Project Manager		Survey Field Crew		Senior Engineer		Engineer		Engineer Intern		Senior CADD Technician		Total Man Hours By Activity	Salary Cost By Activity
	Staff Hours	Hourly Rate	Man Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate		
A. ROADWAY DESIGN/PLANS	11	\$50.94			22	\$47.41	28	\$38.20	22	\$29.15	29	\$26.50	112	\$4,082.76
B. DRAINAGE DESIGN/PLANS & PERMITTING	6	\$50.94			11	\$47.41	14	\$38.20	11	\$29.15	14	\$26.50	56	\$2,053.00
C. SIGNING & MARKING PLANS	2	\$50.94			3	\$47.41	4	\$38.20	3	\$29.15	4	\$26.50	16	\$590.36
D. SIGNAL PLANS	4	\$50.94			9	\$47.41	11	\$38.20	9	\$29.15	11	\$26.50	44	\$1,604.50
E. SUE/UTILITY COORDINATION	6	\$50.94	24	\$85.00	12	\$47.41	15	\$38.20	12	\$29.15	3	\$26.50	72	\$3,916.86
Totals	29	\$1,477.26	24	\$2,040.00	57	\$2,702.37	72	\$2,750.40	57	\$1,661.55	61	\$1,616.50	300	\$12,248.08

Total Burdened Salary Costs By Activity	
A. ROADWAY DESIGN/PLANS	\$12,248.28
B. DRAINAGE DESIGN/PLANS & PERMITTING	\$6,160.80
C. SIGNING & MARKING PLANS	\$1,771.08
D. SIGNAL PLANS	\$4,813.50
E. SUE/UTILITY COORDINATION	\$11,750.57
Total	\$36,744.23

Subconsultant Fees	
A. Bridge Design Associates	\$5,910.00
B.	
C.	
D.	
Total	\$5,910.00

Optional Services	
A. Post Design Services (WGI)	\$4,389.72
Subtotal	\$4,389.72
Optional Services (Reimbursables)	
B.	\$0.00
Subtotal	\$0.00
Total	\$4,389.72

Permit Fees	
A. South Florida Water Management District (SFWMD)	\$0.00
B. Lake Worth Drainage District	\$3,000.00
C.	
Total	\$3,000.00

Total Contract Fee Computations	
Total Activity Salary Costs	\$12,248.08
1.) Overhead Additives	
a.) Combined Administrative & General & Fringe Benefits Cost (limited to PBC maximum)	167.857% \$20,559.26
Subtotal (Salaries + Combined Overhead)	\$32,807.34
2.) Operating Margin Cost (Fixed Fee)	12% \$3,936.88
Subtotal (Burdened Salaries + Operating Margin)	\$36,744.22
BASIC LUMP SUM FEE (WGI)	\$36,744.22
Subconsultants	\$5,910.00
Bridge Design Associates	\$0.00
TOTAL LUMP SUM FEE	\$42,654.22

REIMBURSABLE EXPENSES	
Permit Fees (WGI)	\$3,000.00
Brown & Phillips, Inc.	\$0.00
Tierra South Florida, Inc.	\$0.00
Reproduction (WGI)	\$840.00
TOTAL REIMBURSABLE EXPENSES	\$3,840.00

OPTIONAL SERVICES (INCL. REIMBURSABLES)	
	\$4,389.72

TOTAL MAXIMUM LIMITING FEE	
	\$50,883.94

8/18/2011, Printed Date

3.0% multiple

Optional Services - Estimate of Work Effort & Fees

PBC Project No.: 2006604
 WGI Project No.: 206603.00
 Job Description: Atlantic Ave & Jog Rd Intersection Improvements

Consultant: WANTMAN GROUP, INC.
 Date Prepared: August 5, 2011
 From:
 To:
 Length: 0.4 miles

Work Element / Activity	Project Manager		Senior Engineer		Engineer		Engineer Intern		Senior CADD Technician		Total Man Hours By Activity	Salary Cost By Activity
	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate	Staff Hours	Hourly Rate		
A. POST DESIGN SERVICES	4	\$50.94	8	\$47.41	10	\$28.20	8	\$29.15	10	\$26.50	40	\$1,463.24
Totals	4	\$203.76	8	\$379.28	10	\$382.00	8	\$233.20	10	\$265.00	40	\$1,463.24

Total Burdened Salary Costs By Activity	
A. POST DESIGN SERVICES	\$4,389.72
Total	\$4,389.72

Subconsultant Fees (Reimbursables)	
B.	
Total	\$0.00

Total Contract Fee Computations	
Total Activity Salary Costs	\$1,463.24
1.) Overhead Additives	
a.) Combined Administrative & General & Fringe Benefits Cost (limited to PBC maximum)	✓ 167.857% ✓ \$2,456.15
Subtotal (Salaries + Combined Overhead)	✓ \$3,919.39
2.) Operating Margin Cost (Fixed Fee)	✓ 12% • \$470.33
Subtotal (Burdened Salaries + Operating Margin)	\$4,389.72
OPTIONAL LIMITING AMOUNT FEES (WGI)	✓ \$4,389.72

REIMBURSABLE EXPENSES	
Subconsultants	
a) Tierra South Florida	\$0.00
OPTIONAL LIMITING AMOUNT FEES (Subconsultants)	\$0.00
TOTAL OPTIONAL SERVICES LIMITING FEE	\$4,389.72

8/18/2011 , Printed Date

*~ * 3.0% multiplier*

Exhibit "g" - Page 2 of 12

Exhibit "B" - Page 3 of 12

**ATLANTIC AVE & JOG ROAD
INTERSECTION IMPROVEMENTS**

Staff Hour Estimate

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

Date: August 5, 2011
PBC Project No.: 2066604
WGI Project No.: 206603.00

A. ROADWAY DESIGN/PLANS

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
ROADWAY PLANS						
1 Key Sheet	N/A	SHT	1	2	2	Update keysheet, standards and spec refs, and project information.
2 Typical Sections and Notes	N/A	LS	1	4	4	2 typical sections remain. Remove 1 typical section sheet. Review content of remaining typical sections for conformance to current PBC and FDOT design standards, and update as necessary.
3 Summary of Quantities	N/A	SHT	1	4	4	Update quantities, pay item references, and pay item footnotes as necessary.
4 Plan Sheets	40	SHT	2	8	16	2 plan sheets remain. Remove 1 plan sheet. Review content of plan sheets for conformance to current PBC and FDOT design standards, and update as necessary.
5 Profile Sheets	40	SHT	1	4	4	Update profiles for remaining turn lanes as necessary. Remove north approach turn lane.
6 Side Road and/or Curb Return Profiles	N/A	EA	1	4	4	Update curb return profiles for remaining turn lanes as necessary. Remove north approach turn lane.
7 Miscellaneous Design or Construction Details	N/A	LS	0	0	0	N/A
8 Cross Sections	20/10	EA	1	8	8	3 x-section sheets remain. Remove 2 x-section sheets. Review content of x-section sheets for conformance to current PBC and FDOT design standards, and update as necessary.
9 Intersection Profiles and Grading	1"= 20'	SHT	0	0	0	N/A
TRAFFIC CONTROL						
1 Traffic Control Plans (MOT)	N/A	LS	3	6	18	Creation of traffic control typical sections and general/phase notes per requirement of FDOT permit.
MISCELLANEOUS TASKS						
1 Quantities/Computation Books	N/A	LS	1	8	8	Update quantities as necessary.
2 Cost Estimates	N/A	EA	4	2	8	2 estimates needed (estimate for work done only in FDOT R/W for FDOT permit + overall estimate) x 2 submittals (96%, and Final Submittals).
3 Design Documentation and Data Collection	N/A	LS	1	4	4	Update to design documentation.
4 Field Reviews	N/A	LS	1	18	18	2 people @ 5 hrs for "Field Survey" + 8 hrs to incorporate into topo file.
COORDINATION						
1 Coordination with PBC Engineering	N/A	LS	3	2	6	3 total meetings - Up to 2 meetings with PBC + 1 field meeting with PBC traffic.
2 Comment Responses for Phase Reviews	N/A	LS	2	4	8	Anticipate 2 Reviews
3 Coordination with Utility Companies	N/A	LS	0	0	0	N/A

ROADWAY PHASE TOTAL 112

ATLANTIC AVE & JOG ROAD
INTERSECTION IMPROVEMENTS

Staff Hour Estimate

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

Date: August 5, 2011
PBC Project No.: 2006604
WGI Project No.: 206603.00

B. DRAINAGE DESIGN/PLANS & PERMITTING

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
DRAINAGE ANALYSIS AND DESIGN						
1 Design of Storm Sewers	N/A	EA	0	0	0	N/A
2 Design of Stormwater Detention/Retention Facilities	N/A	EA	0	0	0	N/A
3 Design of Special Drainage Systems/Features	N/A	LS	0	0	0	N/A
4 Drainage Design Report/Documentation	N/A	LS	0	0	0	N/A
5 Field Reviews	N/A	EA	0	0	0	Included in Roadway
DRAINAGE PLANS						
1 Drainage Maps	200	SHT	0	0	0	N/A
2 Existing Drainage Data Sheet	N/A	SHT	0	0	0	N/A
3 Drainage Structure Sheets	N/A	EA	2	4	8	2 x-section sheets remain. Remove 1 x-section sheets. Review content of x-section sheets for conformance to current PBC and FDOT design standards, and update as necessary.
4 Summary of Drainage Structures	N/A	SHT	1	4	4	Update quantities and pay item references as necessary.
5 SWPPP	N/A	SHT	2	2	4	Update standards and specification references
PERMITTING (ENGINEERING-RELATED)						
1 SFWMD Permit Application & Coordination		LS	1	0	0	All permit applications and permit status requests will be prepared by PBC.
2 LWDD Permit Application & Coordination		LS	1	16	16	Includes all necessary coordination associated with permitting efforts.
3 FDOT - District IV Permit Application & Coordination		LS	1	24	24	Resubmittal to FDOT and coordination.
DRAINAGE PLANS/DESIGN AND PERMITTING PHASE TOTAL					56	

Exhibit "B" - Page 5 of 12

**ATLANTIC AVE & JOG ROAD
INTERSECTION IMPROVEMENTS**

Staff Hour Estimate

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

Date: August 5, 2011
PBC Project No.: 2006604
WGI Project No.: 206603.00

C. SIGNING & MARKING PLANS

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unk/Sheet	Total Manhours	Comments
SIGNING AND MARKING PLANS						
1		SHT	1	1	1	Update keysheet, standards and spec refs, and project information.
2		SHT	1	1	1	Update standards and specification references
3		SHT	1	2	2	Update quantities and pay item references as necessary.
4		SHT	2	4	8	2 plan sheets remain. 1 plan sheet to be removed. Review S&PM design for conformance to current PBC and FDOT design standards, and update as necessary.
5		LS	1	4	4	Update quantities as necessary.
6		LS	0	0	0	Included under Roadway.
SIGNING AND MARKING PLANS TOTAL					16	

ATLANTIC AVE & JOG ROAD
INTERSECTION IMPROVEMENTS

Staff Hour Estimate

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

Date: August 5, 2011
PBC Project No.: 2006604
WGI Project No.: 206603.00

D. SIGNAL PLANS

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
SIGNAL PLANS						
1 Key Sheet	N/A	SHT	1	1	1	Update keysheet, standards and spec ref's, and project information.
2 General Notes Sheets/Pay Items	N/A	SHT	1	6	6	Update standards and specification references
3 Tabulation of Quantities	N/A	SHT	1	6	6	Update quantities and pay item references as necessary.
4 Plan Sheets	1" = 40'	SHT	2	8	16	Review signal design for conformance to current PBC and FDOT design standards, and update as necessary.
5 Interconnect Plans	N/A	SHT	1	4	4	Review interconnect design for conformance to current PBC and FDOT design standards, and update as necessary.
6 Street Name Sign Details	N/A	EA	1	2	2	Review of sign design for conformance to current PBC and FDOT design standards, and update as necessary.
7 Mast Arm Detail Sheets	N/A	EA	1	5	5	Review signal arm design for conformance to current PBC and FDOT design standards, and update as necessary.
8 Service Special Point Detail	N/A	EA	0	0	0	N/A
9 Mast Arm Tabulation Sheets	N/A	PI	2	2	4	Updates to mast arm tabulation sheets after a review mast arm design for conformance with latest standards and specifications.
10 Field Review	N/A	EA	0	0	0	Included under Roadway
11 Engineering Estimate	N/A	EA	0	0	0	Included under Roadway
12 Meetings	N/A	EA	0	0	0	N/A

SIGNAL PLANS TOTAL 44

Exhibit "B" - Page 7 of 12

**ATLANTIC AVE & JOG ROAD
INTERSECTION IMPROVEMENTS**

Staff Hour Estimate

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

Date: August 5, 2011
PBC Project No.: 2066604
WGI Project No.: 206603.00

E. SUE / UTILITY COORDINATION

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
SUE / UTILITY COORDINATION						
1		LS	1	30	30	Clear signal pole locations by digging up to 30 pot-holes of existing utilities at the pole sites. Also, clear drainage structure sites its been 2 yrs since this was done.
2		LS	1	12	12	Process field data in existing utility file and matrix.
3		LS	1	18	18	Incorporate survey data into existing utility file, and determine / resolve conflicts.
4		LS	1	4	4	1 meeting x 1 person x 4 hrs - Including minutes.
5		LS	1	8	8	
SUE/UTIL SERVICES TOTAL					72	

**ATLANTIC AVE & JOG ROAD
INTERSECTION IMPROVEMENTS**

Staff Hour Estimate

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

Date: August 5, 2011
PBC Project No.: 2006604
WGI Project No.: 206603.00

OPTIONAL SERVICES

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
B. POST DESIGN SERVICES						
1		LS	1	40	40	Assist PBC During Construction of Project
POST DESIGN TOTAL					40	

BRIDGE DESIGN ASSOCIATES, INC.



BRIAN C. RHEULT, P.E.
President

February 4, 2011

The Wantman Group
2035 Vista Parkway
West Palm Beach, Florida 33411

Attention: Keegan Larson

Regarding: Atlantic Avenue and Jog Road Mast Arms

Project No.: 08-525

Dear Keegan:

Pursuant to your request, Bridge Design Associates, Inc. can provide structural engineering services for the above referenced project.

It is our understanding that eight (8) mast arms are proposed. We will review the plans and calculations to verify the design meets current code.

The attached Exhibit "A" is an approximate manhour breakdown of tasks and commensurate fees.

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

Respectfully,

BRIDGE DESIGN ASSOCIATES, INC.


Brian C. Rheault, P.E.
President

BCR:kedS:\2008-Jobs\08-525 Atlantic Avenue at Jog Road mast arms\Correspondence\PROPOSAL
02-03-11.wpd

Exhibit "B" - Page 12 of 12

BRIDGE DESIGN ASSOCIATES, INC.

ATLANTIC AVENUE AND JOG ROAD MAST ARMS (8)

February 3, 2011

HOURLY BREAKDOWN OF SERVICES
EXHIBIT "A"

ACTIVITY	CHIEF ENGINEER	SENIOR ENGINEER	ENGINEER INTERN	ENGINEER TECHNICIAN	CAD TECHNICIAN	TOTAL HOURS BY ACTIVITY	LABOR COST BY ACTIVITY
	✓ \$195.00	✓ \$150.00	✓ \$75.00	✓ \$66.00	✓ \$93.00		
Coordination meeting with PDC & WGI	2.0					2.0	\$390.00
Review Plans (1 hr PM x 8 hrs E.I. mast arms)	8.0		16.0			24.0	\$2,760.00
Review Calculations (1hr PM 2 hrs E.I. x 8)	8.0		16.0			24.0	\$2,760.00
						0.0	\$0.00
						0.0	\$0.00
						0.0	\$0.00
						0.0	\$0.00
						0.0	\$0.00
						0.0	\$0.00
TOTAL MANHOURS	✓ 18.0	0.0	✓ 32.0	0.0	0.0	✓ 50.0	
DIRECT LABOR COST	✓ \$3,510.00	\$0.00	✓ \$2,400.00	\$0.00	\$0.00		\$5,910.00

ENGINEERING FEES

✓ \$5,910.00

✓ 3.0% Multiplier

EXHIBIT "C"

CERTIFICATION STATEMENT

Project: West Atlantic Avenue and Jog Road Intersection Improvements
Project No.: 2006604
CONSULTANT: Wantman Group, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

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

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

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

PROHIBITION AGAINST CONTINGENT FEES STATEMENT


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

PUBLIC ENTITY CRIMES STATEMENT

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

NON-DISCRIMINATION STATEMENT

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



David Wantman, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: West Atlantic Avenue and Jog Road Intersection Improvements
Project No.: 2006604

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

(Attach additional sheets as needed.)

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

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

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

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

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

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

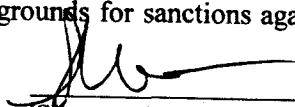

(Signature) 8/19/11
(Date)

EXHIBIT "D"

Palm Beach County
Engineering & Public Works Roadway Production

Exhibit "D" - Page 1 of 2

PARTICIPATION FOR MWBE/SBE CONSULTANTS
Contract

Project Name: West Atlantic Avenue and Jog Road Intersection Improvements **Project Number:** 2006604
Prime Vendor: Wantman Group, Inc. **Resolution Number:**
Telephone: (561) 687-2220 **Resolution Date:**
Contact: David Wantman, P.E., President **Department:** Engineering & Public Works

MINORITY SUBCONTRACTORS

Minority Sub-Consultant	Type of Work Performed		Contract Dollar Amount for Sub-Consultant				
			Black	Hispanic	Women	Other	White Male
Bridge Design Associates, Inc. 1402 ROYAL PALM BEACH BLVD BL ROYAL PALM BEACH, FL 33411 (561) 686-3660	Structural (Vertical)	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	5,910.00
Total Contract Authorizatoin \$50,883.94		Total MWBE	0.00	0.00	0.00	0.00	
		Percentage	0.00%	0.00%	0.00%	0.00%	
		Total SBE	0.00	0.00	0.00	0.00	5,910.00
		Percentage	0.00%	0.00%	0.00%	0.00%	11.61%

SCHEDULE 1

LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION

PROJECT NAME OR BID NAME: W. Atlantic Ave. & Jog Road Intersection PROJECT NO. OR BID NO.: 2006604
 NAME OF PRIME BIDDER: Wantman Group, Inc. ADDRESS: 2035 Vista Parkway
 CONTACT PERSON: David Wantman PHONE NO.: 561-687-2220 FAX NO.: 561-687-1110
 BID OPENING DATE: _____ USER DEPARTMENT: Engineering & Public Works

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Bridge Design Associates, Inc. 1402 Royal Palm Beach Boulevard, Bldg. 200 Royal Palm Beach, FL 33411 561-686-3660	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	✓
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
Total			_____	_____	_____	_____	<u>11.61</u>

(Please use additional sheets if necessary)

Total Bid Price \$ 50,883.94

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 11.61

- Note:**
- The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 - Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and N/WBE, please indicate the dollar amount or percentage under the appropriate category.
 - M/WBE information is being collected for tracking purposes only.

Revised 03/15/2011

Exhibit "D" - Page 2 of 2

EXHIBIT "E"

**SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 2006604
PROJECT NAME: West Atlantic Avenue and Jog Road Intersection Improvements

TO: Wantman Group, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: October 23, 2010

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

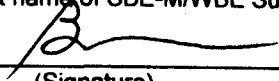
Line Item/ Lot No.	Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>1</u>	<u>Mast Arm Plan Review</u>	<u>1</u>	<u>5,910.00</u>	<u>5,910.00</u>

at the following price or percentage 11.61%
(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the amount of any such subcontract must be stated.
Price or Percentage _____

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Bridge Design Associates, Inc.
(Print name of SBE-M/WBE Subcontractor)
By: 
(Signature)
Brian C. Rheault, President
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractor)

Client#: 5436

WANTGRO3

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/30/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

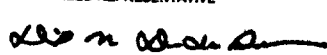
PRODUCER ISU Suncoast Insurance Assoc P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200	CONTACT NAME: PHONE (A/C, No, Ext): 813 289-5200 FAX (A/C, No): 8132894561 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:															
	INSURED Wantman Group, Inc. 2035 Vista Parkway Suite 100 West Palm Beach, FL 33411-2719	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Liberty Insurance Underwriters</td> <td>19917</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Liberty Insurance Underwriters	19917	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #															
INSURER A: Liberty Insurance Underwriters	19917															
INSURER B:																
INSURER C:																
INSURER D:																
INSURER E:																
INSURER F:																

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL NUMB INSR MYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENTL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ex occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ex accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) If yes, describe under DESCRIPTION OF OPERATIONS below					<input type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		AEE200407011	07/01/2011	07/01/2012	\$1,000,000 per claim \$4,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Professional Liability coverage is written on a claims-made and reported basis.
 For all projects in Palm Beach County
 Professional Liability Retroactive Date is 07/01/1991

CERTIFICATE HOLDER Palm Beach County c/o Engineering Department 2300 N. Jog Road, 3rd Floor West Palm Beach, FL 33411-2745	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. 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).

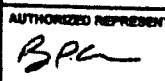
PRODUCER Wells Fargo Ins Services USA, Inc. (WFS) 2054 Vista Parkway, Suite 400 West Palm Beach FL 33411-2718	CONTACT NAME: Brian Cronin PHONE: (AC, No. Ext): (561) 655-5500 FAX: (AC, No.): (561) 655-5509 E-MAIL: ADDRESS: PRODUCER CUSTOMER D.p. 53650
INSURED Wantman Group, Inc. 2035 Vista Parkway, Suite 100 West Palm Beach FL 33411 (561) 687-2220	INSURER(S) AFFORDING COVERAGE NAC# INSURER A: Sentinel Insurance Company, Ltd. 11000 INSURER B: Old Dominion Insurance Company 40231 INSURER C: Commerce & Industry Insurance Co 19410 INSURER D: FFVA Mutual Ins Co 10385 INSURER E: Federal Ins Co INSURER F:

COVERAGES CERTIFICATE NUMBER: Cert ID 170987 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSUR. W/O	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC		BPG0294B	10/18/2010	10/18/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		210ENJB0871	10/10/2010	10/10/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE \$ 10,000 <input checked="" type="checkbox"/> RETENTION \$ 10,000		EB0021357805	10/18/2010	10/18/2011	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ \$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC84000227642010A	9/18/2010	9/18/2011	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 Broad Form \$239,093 Scheduled. \$150,000 Rental
E	Equipment Floater		45464975	10/18/2010	10/18/2011	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, it's Officers, Employees and Agents are included as "additional insureds" with respects to the General Liability and Auto Liability, for all projects in Palm Beach County

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