#### PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS

# AGENDA ITEM SUMMARY

Meeting Date: Department: Submitted By: Submitted For:	January 7, 2020  Engineering & Publice Engineering & Publice Roadway Production	c Works	Consent Workshop	[]	Regular Public Hearing
	I. <u>E</u>	XECUTI	VE BRIEF		
Motion and Title	e: Staff recommends n	otion to:			
	and vacuum force main		_		s (Village) for the design oad Bridge over LWDD
	get amendment of \$27,7 t funding from the Villa		_	-	ement Fund to recognize ect.
County (County): the Deputy Cour Administrative C	in accordance with Cour ity Engineer as a deleg ode Section 404.00. Th	ntywide PF gated autho is budget	PM CW-O-051. ority in accord amendment is	The agr ance wi necessar	aptroller of Palm Beach reement was approved by the Palm Beach County by to reflect the funding unty's project. <u>District 3</u>
the County Admir	nistrator or designee to e egated this authority to the	xecute util	ity agreements	. On Oct	ection 404.00 authorizes ober 23, 2013 the County County Engineer, and the
Attachments: 1. Location Map 2. Agreement wi 3. Budget Amend					
Recommended b	County En	ve/ igineer	2/2	J.M	12-3-2019 Date
Approved By:	Pou Assistant C	County Ad	ministrator		12/13/19 Date

#### II. FISCAL IMPACT ANALYSIS

#### A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	<b>\$ 27,778</b>	0		0	
Operating Costs	-0-	-0-	-0-	-0-	-0-
<b>External Revenues</b>	<b>(\$ 27,778)</b>	-0-	-0-	0-	-0-
Program Income (County)	-0-		0	0-	
In-Kind Match (County)		0-	0	0	
NET FISCAL IMPACT	\$ -0-	-0-	0-	0-	
# ADDITIONAL FTE					
<b>POSITIONS (Cumulative)</b>					,

Is Item Included in Current Budget? No Х Yes Does this item include the use of federal funds? Yes No Χ

#### Budget Account No:

Fund 3500 Dept 361 Unit 1504

Object 8101

#### Recommended Sources of Funds/Summary of Fiscal Impact:

Transportation Improvement Fund Prairie Rd over LWDD L-8 Canal Bridge

Design Reimbursement

Village of Palm Springs

\$27,778.00

C. Departmental Fiscal Review:

III. REVIEW COMMENTS

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

B. Approved as to Form and Legal Sufficiency:

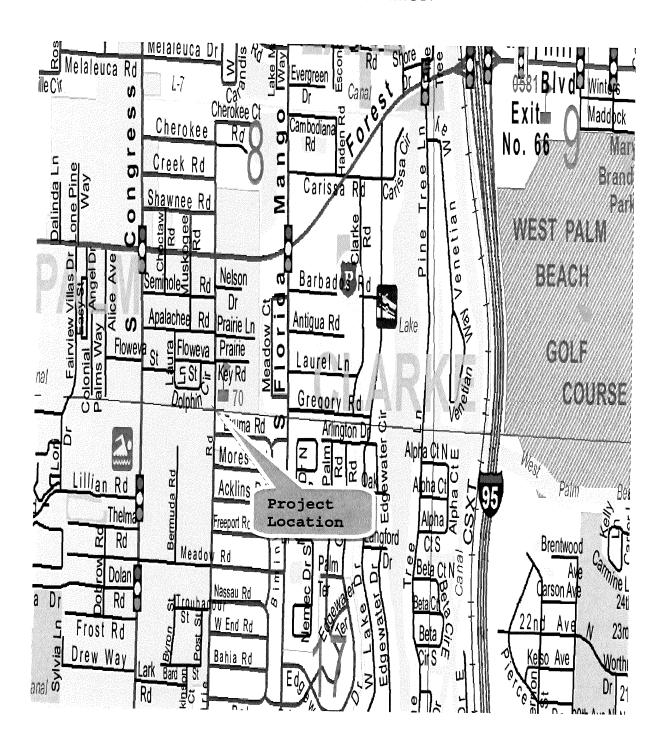
C. Other Department Review:

**Department Director** 

This summary is not to be used as a basis for payment. 2

F:\COMMON\WP\AGENDAPAGE2\AGNPGTWO2020\19.379.DESIGN REIMB.REV.DOC

#### **PROJECT LOCATION**



Prairie Road Bridge over LWDD L-8 Canal

**LOCATION MAP** 

# INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY, FLORIDA AND

# VILLAGE OF PALM SPRINGS FOR JOINT PARTICIPATION AND PROJECT FUNDING FOR DESIGN OF UTILITY ADJUSTMENTS FOR PRAIRIE ROAD BRIDGE OVER LWDD L-8 CANAL BRIDGE REPLACEMENT PALM BEACH COUNTY PROJECT NO. 2016505

THIS Interlocal Agreement, (hereinafter "Agreement"), is made as of the 27 day of \_\_\_\_\_\_\_, 2019, by and between Palm Beach County, a political subdivision of the State of Florida, (hereinafter "COUNTY") and the Village of Palm Springs, a municipal corporation existing under the laws of Florida, (hereinafter "VILLAGE"), each one constituting a public agency defined in Part I of Chapter 163, Florida Statutes.

**WHEREAS,** Section 163.01, Florida Statutes, authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage, thereby providing services and facilities that will harmonize geographic, economic, population, and other factors influencing the needs and development of local communities; and

**WHEREAS,** Part I of Chapter 163, Florida Statutes, permits public agencies as defined therein to enter into Interlocal Agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

**WHEREAS**, the COUNTY intends to replace the Prairie Road Bridge over the LWDD L-8 Canal (hereinafter "Project"); and

**WHEREAS**, the VILLAGE has requested that the County design for its water main and vacuum force main relocation within the project limits (hereinafter "Adjustments"); and

WHEREAS, the VILLAGE agrees to pay for the cost of the Adjustments; and

**WHEREAS**, both COUNTY and VILLAGE declare that it is in the public interest that the Adjustments be prepared by the County's Consultant, Wantman Group, Inc. (hereinafter "Consultant"); and

**NOW, THEREFORE,** in consideration of the mutual covenants, promises, and representations contained herein, the parties agree as follows:

#### Section 1. Recitals.

The above recitals are true and correct and are incorporated herein.

#### Section 2. COUNTY Responsibilities:

- A. Consultant has prepared plans for the Project and will prepare the plans for the Adjustments (collectively, the Project and Adjustments, the "Improvements") as more specifically described in the Prairie Road Bridge over LWDD L-8 Canal Additional Services Proposal #1 for Palm Beach County Project No. 2016505 (Exhibit "A"). Exhibit "A" includes the design plans.
- B. COUNTY shall obtain written approval from the VILLAGE in advance of incurring any cost exceeding the amount in Section 3A below. VILLAGE'S approval shall not be unreasonably withheld.
- C. COUNTY shall secure all necessary easements and permits required for the Improvements.

#### Section 3. VILLAGE Responsibilities:

- A. VILLAGE shall reimburse COUNTY a total estimated cost of <u>Twenty Seven Thousand Seven Hundred and Seventy Eight Dollars (\$27,778.00)</u>, for all work in Exhibit "A". Any cost exceeding this amount attributable to Adjustments shall be paid by the VILLAGE, pursuant to section 2. B. above.
- B. Costs shall be based upon actual invoiced cost submitted by Consultant, with concurrence by the VILLAGE.

#### Section 4. Payments/Invoicing and Reimbursement:

The COUNTY will invoice the VILLAGE on a monthly basis, as invoices for the Adjustments accrue. COUNTY'S invoice shall include supporting backup information. Within thirty (30) days of the VILLAGE'S receipt of COUNTY invoice, VILLAGE shall pay COUNTY'S invoice in full.

The Improvements will be administered by the COUNTY. Only those costs incurred by the COUNTY relating to the Utility Adjustments are eligible for reimbursement by the VILLAGE pursuant to the terms and conditions hereof. In the event the COUNTY ceases or suspends the Project for any reason, the VILLAGE will reimburse the COUNTY for the Utility Adjustments completed as of the date the COUNTY uses to suspend the Project. Any remaining unpaid portion of this Agreement shall be retained by the VILLAGE and the VILLAGE shall have no further obligation to honor reimbursement requests submitted by the COUNTY.

#### Section 5. Access and Audits:

COUNTY and VILLAGE shall maintain books, records, and documents to justify all charges, expenses and costs incurred under this Agreement and in performing the Improvements, in accordance with Generally Accepted Accounting Principles (GAAP), as promulgated by the Government Finance Officers Association from time to time. The COUNTY and VILLAGE shall have access to all books, records, and documents as required in this Agreement, and for at least three (3) years after completion of the Improvements. In the event any work is subcontracted by COUNTY, COUNTY shall similarly require each Contractor and subcontractor to maintain and allow access to such records for audit purposes.

#### Section 6. Independent Contractor:

COUNTY and the VILLAGE 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 other party. All COUNTY employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to COUNTY'S sole direction, supervision, and control. All VILLAGE employees engaged in the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to VILLAGE'S sole direction, supervision, and control. The Parties shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the parties relationship and the relationship of its employees to the other party shall be that of an Independent Contractor and not as employees or agents of the other.

Neither COUNTY nor the VILLAGE have the power or authority to bind the other in any promise, agreement or representation.

#### Section 7. Personnel:

COUNTY 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 VILLAGE.

All of the services required hereinunder shall be performed by COUNTY or its Consultant, and 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.

#### Section 8. <u>Indemnification:</u>

The VILLAGE and COUNTY recognize their liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes. To the extent permitted by law, the VILLAGE and COUNTY shall indemnify, defend and hold the other harmless against any actions, claims and damages arising out of the their own negligence in connection with the Improvements and the use of the funds provided under this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Section 768.28, Florida Statutes, nor shall the same be construed to constitute an Agreement by the VILLAGE or COUNTY to indemnify each other for sole negligence, or willful or intentional acts of the other. The foregoing indemnification shall survive termination of this Agreement.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or VILLAGE.

#### Section 9. Annual Appropriation:

All provisions of this Agreement calling for the expenditure of ad valorem tax money by either the COUNTY or the VILLAGE are subject to annual budgetary funding and should either Party involuntarily fail to fund any of their respective obligations pursuant to the Agreement, this Agreement may be terminated. However, once the design of the Utility Adjustments have been awarded to the Consultant, it shall be prosecuted to completion and this Agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement for the reason that sufficient funds are not available.

#### Section 10. Breach and Opportunity to Cure:

The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, each party shall have thirty (30) days written notice before exercising any of its rights.

#### Section 11. Enforcement Costs:

Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties.

#### Section 12 Notice:

All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following:

All notice to the VILLAGE shall be sent to:

Matthew Hammond, P.E., Public Service Director Village of Palm Springs 226 Cypress Lane Palm Springs, Fl 33461

All notice to the COUNTY shall be sent to:

Omelio A. Fernandez, P.E., Director Palm Beach County Engineering & Public Works Roadway Production Division P.O. Box 21229 West Palm Beach, FL 33416-1229

#### Section 13. Modification and Amendment:

Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

#### Section 14. Remedies:

This Agreement shall be governed by and in accordance with the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall 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 15. No Waiver:

Any waiver by either Party of its rights with respect to a default under this Agreement, or with respect to any other matters arising in connection with this agreement, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this Agreement or to exercise any rights under this Agreement shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.

#### Section 16. Joint Preparation:

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

#### Section 17. Equal Opportunity:

COUNTY and VILLAGE agree that no person shall, on the grounds of age, race, color, sex, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information, be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement. COUNTY will ensure that all contracts let for the Improvements pursuant to the terms of this Agreement will contain a similar non-discrimination and equal opportunity clause.

#### Section 18. Execution:

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

#### Section 19. Filing:

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

#### Section 20. Termination:

This Agreement may be terminated by either party to this Agreement upon sixty (60) days written notice to the other party, except as otherwise addressed in this Agreement. However, once the design of the Utility Adjustments has commenced, it shall be prosecuted to completion and this Agreement shall be binding upon the parties and neither party shall have the right to terminate the subject Agreement.

#### Section 21. Compliance with Codes and Laws:

COUNTY and VILLAGE shall abide by all applicable federal, state and local laws, orders, rules and regulations when performing under this Agreement. COUNTY and VILLAGE further agrees to include this provision in all subcontracts issued as a result of this Agreement.

#### Section 22. 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 contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. All contractors

and parties doing business with the County and receiving County funds shall fully cooperate with the Inspector General including receiving access to records relating to Bid or any resulting contract.

#### Section 23. Public Entity Crime Certification:

As provided in F.S. 287.132-133, as may be amended from time to time, by entering into this Agreement or performing any work in furtherance hereof, COUNTY shall have its consultant certify that their affiliates, suppliers and sub 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 thirty-six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133 (3) (a).

#### Section 24. Severability:

If any section, paragraph, sentence, clause or provision of this Agreement is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Agreement.

#### Section 25. Entirety of Agreement:

COUNTY and VILLAGE agree that this Agreement sets forth the entire Agreement between the parties, and there are no promises or understandings other than those stated herein.

#### Section 26. Survival:

The obligations, rights, and remedies of the Parties hereunder, which by their nature survive the termination of this Agreement or the completion of the Improvements, shall survive such termination or completion of the Improvements and inure to the benefit of the Parties.

#### Section 27 Term:

The term of this Agreement shall be effective on the date of execution of this Agreement by both parties.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

VILLAGE OF PALM SPRINGS BY:

PALM BEACH COUNTY, FLORIDA

Deputy County Engineer

ATTEST:

Kimberly M. Wynn

ATTEST:

APPROVED AS TO TERMS AND CONDITIONS:

50 Omelio A. Fernandez, P.E., Director

Roadway Production Division

APPROVED AS TO FORM AND LEGAL SUFFICIENCY APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Village Attorney

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# 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

Paim Beach County
Board of County
Commissioners

Melissa McKinlay, Mayor

Mack Bernard, Vice Mayor

Hal R. Valeche

Paulette Burdick

Dave Kerner

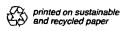
Steven L. Abrams

Mary Lou Berger

#### County Administrator

Verdenia C. Baker

"An Equal Opportunity
Affirmative Action Employer"



May 17, 2018

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

Attn: David Wantman, P.E., President

Re: PRAIRIE ROAD OVER LWDD L-8 CANAL BRIDGE

PALM BEACH COUNTY PROJECT NO.: 2016505 SUPPLEMENT NO. 1 TO WORK TASK ORDER STRUCTURAL ANNUAL CONTRACT (R2014-0120)

ACCT. NO.: 3500-361-1504-6505 COMMISSION DISTRICTS: 2 & 3

Dear Mr. Wantman:

This letter serves as your "Notice to Proceed" with the supplemental services for the above referenced project. These services shall be performed in accordance with the Annual Contract referenced above and your proposal letter dated January 17, 2018. Please note that the Contract 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): \$18,336.00; **Reimbursable Services** (Not to Exceed): \$2,260.00; **Optional Services** (Not to Exceed): \$7,182.00; for a total amount of \$27,778.00.

Final completion of services under this work task order 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 Holly B. Knight at 561-684-4122.

Sincerely.

Tanya N. McConnell, P.E.

Deputy County Engineer

HBK:jd

Attachment

cc: Administrative Services, Fiscal (NTP)
Contract Development & Control
Office of Small Business Assistance
Finance Department
Steve Carrier, P.E., Assistant County Engineer, Engineering and Public Works
CCNA File (w/original)
Roadway Project File

Omelio A. Fernandez, P.E., Director, Roadway Production Division Morton L. Rose, P.E., Assistant Director, Roadway Production Division Kristine Frazell-Smith, P.E., Local Roads Section Manager, Roadway Production Division

Holly Knight, P.E., Contracts Section Manager, Roadway Production Division Sandra Ospina, P.E., Project Engineer, Roadway Production Division Vanessa Jagoo, TA III, Roadway Production Division

F:\ROADWAY\CCNA\Annuals\Structura\Wantman\2016\2016505\Supp1\NTP.doc



OF MAD 3/12/2018

Approval from Village of Palen Spip
rec'd 3/12/18

OK The tryst
3/12/18 Exhibit "A"

January 17, 2018

Palm Beach County Engineering **Roadway Production** 2300 N. Jog Road West Palm Beach, Florida 33411

Attention:

Chris Dudek

Regarding:

Prairie Rd. Bridge over LWDD L-8 Canal

Additional services proposal #1.

Palm Beach County Project No.:

2016-505

WGI Project No.:

2420.00

Dear Chris:

WGI submits the following proposal to relocate the existing utilities for the above mentioned project. WGI will provide the following design services:

#### **ENGINEERING SERVICES**

Utility Engineering Design Development (Initial) and Construction Documents (Final) 1. , 14,355.00

1. Design of approximately 180 LF of a 10-inch DIP water main relocation spanning the bridge on proposed pile caps crossing over the LWDD L-8 Canal. The existing 10-inch water main is currently attached to the West side of the existing bridge;

2. Design of approximately 180 LF of a 6-inch DIP vacuum sewer main relocation spanning the bridge on proposed pile caps crossing over the LWDD L-8 Canal. The existing 6-inch vacuum sewer main is currently attached to the East side of the existing bridge;

3. Preparation of utility relocation design plans and profiles including details;

4. Specifications are to be included on the drawing sheets;

5. Design phase includes an initial and final review submittal;

6. Preparation of cost estimate based on final design plans.

#### II. **Regulatory Agency Permitting Services**

, \$3,981.00

WGl will prepare and submit permit applications along with the required associated design documents for the proposed improvements. We anticipate submitting applications and documents to the following agencies:

- Village of Palm Springs Water and Sewer Plan Review;
   Palm Beach County Health Department (PBCHD) Water and Sewer Permit;
- 3. Lake Worth Drainage District (LWDD) Right-of-Way Permit for utility installation; and
- 4. Provide responses to permit agencies request for addition information (RAI).

X

#### III. Post Design Services

**\$7,182.00** 

- 1. Attend up to one (1) preconstruction meeting with CLIENT, Contractor, and permitting agencies;
- 2. Review shop drawing submittals from the Contractor. Scope of work includes a maximum of two (2) reviews of each shop drawing submittal;
- 3. Perform periodic field observations of construction for the work included in the civil engineering plans to ensure work is completed in substantial accordance with the approved and permitted plans and specifications. Observations will include connections with existing mains, bacteriological test, pressure test, and pigging / flushing of new force main and water main;
- 4. Respond to Contractor's Request for Information (RFI);
- 5. Coordinate and submit record drawings prepared, signed and sealed by the Contractor's Professional Surveyor registered in the State of Florida to various permitting agencies for approval;
- 6. Attend pre-final and final field reviews with regulatory agencies and Contractor;
- 7. Submit construction certification packages;
- 8. Total construction phase estimated budget is based on 20 hours of site visits.

#### IV. Reimbursable

\$2,260.00

- 1. Palm Beach County Health Department permit fee; and
- 2. Lake Worth Drainage District permit fee

#### **BASIS OF THIS PROPOSAL**

This proposal is based on the following:

- 1. Civil engineering specifications and details will be included in the construction plans;
- 2. Water main and force main improvements will be designed in accordance with the Village of Palm Springs and Palm Beach County Health Department requirements;
- 3. The project will be and designed and permitted under one phase;

Attached in Exhibit A is an hourly break down by task.

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

Respectfully,

Brian C. Rheault, P.E.

Structures Project Principal

WWW.WGInc.com

Praid	rie Road		:		1	, ;		
Ву:	Chris Holmes, PE	\$ 195.00	\$ 120.50	\$ 97.50	\$ 93.00			
						•	<b>3</b>	
	AN DESCRIPTION	3	3		3	<b>1</b>	È	USE
Utility	Engineering Design (Palm Beach County)						7.00	
1 2	Vacuum sewer line design for 180 LF relocation WM Design for 180 LF of relocation	2	4	8 8			\$ 1,652 \$ 1,652	
2	Preparation of design plans, profiles, details	4	16	20	40		\$ 8,378	
3	Initial Review Submittal	2	2	4			\$ 1,021	
4	Final Review Submittel	1	2 2	4			\$ 826	
D	Preparation of cost estimate SUBTOTAL HOU	RS 12	√ 30	V 48	40		\$ 826 \$ 14,355	
	SUBTUTAL HOU	wa 🔾 12	<b>⊘ 30</b>	<b>, √</b> +0 ,	<b>4</b> 0	•	9 14,355	
	SUBTOTAL	FEE \$ 2,340	\$ 3,615	\$ 4,680	\$ 3,720		\$ 14,355	\$ 14,3
Permit		4		-				
2	Palm Springs Plan Review Palm Beach County Health Dept	1	9	4			\$ 1,067 \$ 826	
3	Lake Worth Drainage District	ż	4	4			\$ 1,262	
4	RFI Responses to Agencies	11	2	4			\$ 626	;
	SUBTOTAL HOU	IRS V 5	12	<b>√</b> 16	. 0	<i>\</i>	\$ 3,981	<b>.</b>
	CIRTATAL	FEE \$ 975	£ 1.446	2 1 590	•		\$ 3,981	\$ 3.9
Post D	Design Services	TE 0 010	9 1,770	4 1,000		<u></u>	9 3,801	3 3,
1	Altend pre-construction meetings (1 total)		2	2			\$ 436	
2	Shop drawing review		2	4			\$ 631	
3	Construction observation Respond to contractor's RFI's	2	8	20 6			\$ 2,914	
5	Record drawings approval process	2	7	4			\$ 1,457 \$ 631	
6	Substantial and final inspections with permit agencies		2	. 4			\$ 631	
7	Prepare and aubmit certification packages		4		·		\$ 482	
1	SUBTOTAL HOU	IRS 🔍 2	V 24	<b>→ 40</b>	0	$\sim$	\$ 7,182	×.
l	SUBTOTAL	FEE . \$ 390	\$ 2,892	3 ann	<b>s</b> .	<u> </u>	\$ 7192	\$ 7.1
Reim	burable for Permit Applications	000	7 2,001	+ 5,500			¥ 7,102	<u>* '.</u>
1	Permit Fee - PBCHD Sewer					. 7	\$ 250	
2	Permit Fee - PBCHD Water					7,	\$ 650	
3	Permit Fee - LWDD	esc: e	•	-		>	<b>\$</b> 1,360	
1	SUBTOTAL	rec. )	•		<del>-</del>	<u> </u>		\$ 27.

2.87 muli pli

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H. Armstrong, MD, FACE State Surgeon General & Secretary

## **NOTICE TO APPLICANTS** County and State Permit Fees Effective January 1, 2015

The new fee schedule for permits processed through PBCHD is below. DEP water plant construction permit fees vary. Please call for information.

Permit Activity	Fee	per
PBCHD On-site water construction permit	\$500.00	
Release approval for water main construction	\$50.00	each
Release approval for wastewater permit	\$50.00	each
Private lift station construction inspection	\$100.00	
Potable water well construction permit	\$150.00	each
Non-potable water well construction permit	\$100.00	
Monitoring wells (max 8 per site permit)	\$50.00	
Limited Use Water System	\$90.00	
Well abandonment permit	\$75.00	each
Public well sanitary survey	\$125.00	each
Second re-inspection fee	\$50.00	
Private wastewater pump station annual license	\$200.00	
DEP General permittier analyses and postations	\$650.00	
DEP Specific permit for water main construction	\$900.00	
DEP General permit for wastewater construction	\$250.00	
DEP Specific for wastewater construction	\$500.00	
DEP permit for water supply wellhead	\$500.00	each

Please direct any questions to:

H.J. Hardman, P.E.

Engineer- Supervisor PBCHD EH&E Plan Review & Permits

800 Clematis Street West Palm Beach, FL 561-837-5958

Estimated pipe length: 10" WM = 80'

6" Vacuum Sewer = 80' Total Estimated Length: 160'

#### LAKE WORTH DRAINAGE DISTRICT OPERATING POLICIES

Chapter 2: Fees

#### 2.3 RIGHT-OF-WAY PERMIT FEE SCHEDULE (CONTINUED)

Right-of-Way Permit Types	Permit Application Fee	One-Time Right-of-Way Usage or Occupancy Fee
Utility Lines Running (Crossing) Perpendicular To Canal Channel [REF: CHAPTER 3, SECTION 3.11]		
Aerial Crossing (Pile Supported)	\$ 16.00 per L.F. of utility line within canal right-of-way (min. \$ 300.00)	\$ 24.00 per L.F. of utility line within canal right-of-way (min. \$ 450.00)
Attached-to-Bridge Crossing 1501F x \$8.50 = \$1,360.00	\$ 8.50 per L.F. of utility line within canal right-of-way (min. \$ 300.00)	\$ 13.00 per L.F. of utility line within canal right-of-way (min. \$ 450.00)
Pole-to-Pole Crossing	\$ 8.00 per L.F. of utility line within canal right-of-way (min. \$ 300.00)	\$ 12.00 per L.F. of utility line within canal right-of-way (min. \$ 450.00)
Subaqueous Crossing (Directional Bore Or Jack and Bore)	\$ 8.50 per L.F. of utility line within canal right-of-way (min. \$ 300.00)	\$ 13.00 per L.F. of utility line within canal right-of-way (min. \$ 450.00)

Chapter 2 - Fees -Page 10 of 20

Last Updated: 03/15/17

Exhibit "A"

#### Palm Beach County **Engineering & Public Works Roadway Production**

#### PROJECT HISTORY

PROJECT NAME: Prairie Road over LWDD L-8 Canal Bridge

PROJECT NUMBER: 2016505

**DEPARTMENT:** Engineering & Public Works

**RESOLUTION DATE:** 

**RESOLUTION NO** 

--- APPROVALS ----

CRC

BCC

PRIME CONTRACT AMOUNT:

0.00

LEAD

0.00

142,169.50

Supplements

#### **CERTIFICATION STATEMENTS**

Project:

Prairie Road over LWDD L-8 Canal Bridge

**Project No.:** 

2016505

**Consultant/Annual Consultant:** 

Wantman Group, Inc.

#### TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Contract, the **CONSULTANT/ANNUAL 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 Contract.

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 Contract the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Contract 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/ANNUAL CONSULTANT**, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of making of this Contract.

#### **PUBLIC ENTITY CRIMES STATEMENT**

As provided in F.S. 287.132-133, by entering this Contract or performing any work in furtherance hereof, the **CONSULTANT/ANNUAL 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).

Brian Rheault, P.E., Vice President

**Structural Solutions Division** 

# CONFLICT OF INTEREST DISCLOSURE FORM

Project: Project No.:	<u>Prairie Road over LWDD L-8 Canal Bridge</u> 2016505
or indirect, w	ANT/ANNUAL CONSULTANT represents that it presently has no interest, either direct which would or could conflict in any manner with the performance of services for the ept as follows:
(Attach additi	tional sheets as needed.)
shall be em CONSULTA current pote	ANT/ANNUAL CONSULTANT further represents that no person having any interest aployed for said performance. By signing below, CONSULTANT/ANNUAL ANT certifies that the information contained herein is true and correct and constitutes all ential conflicts of interest which may influence or appear to influence ANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to
certified mail business asso CONSULTA the County. S circumstance, and request a would, in the	ANT/ANNUAL CONSULTANT shall promptly notify the COUNTY in writing by l of all potential conflicts of interest that may arise in the future through any prospective ociation, interest or other circumstance which may influence or appear to influence ANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to Such written notification shall identify the prospective business association, interest or e, the nature of work that CONSULTANT/ANNUAL CONSULTANT may undertake an opinion of the COUNTY as to whether the association, interest or circumstance opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into SULTANT/ANNUAL CONSULTANT.
of CONSULT to the COUN	opinion of the COUNTY, the prospective business association, interest or circumstance TANT/ANNUAL CONSULTANT would constitute an unacceptable conflict of interest ITY, the COUNTY shall so state in the notification and the CONSULTANT/ANNUAL ANT shall not enter into said association, interest or circumstance.
THIS	S DISCLOSURE is submitted by <u>Brian Rheault, P.E.,</u> , as (Name of Individual)
Vice Preside	ent, Structural Solutions Division, of Wantman Group, Inc.
who hereby of acknowledged Disclosure is	(Firm Name of CONSULTANT/ANNUAL CONSULTANT) certifies that the information stated above is true and correct. Further, it is herebyed that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this considered an unethical business practice and is grounds for sanctions against future ness with the CONSULTANT/ANNUAL CONSULTANT.
,	5/3/200
	(Signature) (Date)

(Signature)
F:\ROADWAY\CCNA\Annuals\Structural\Wantman\2016\2016505\Supp1\Disclosure Doc.doc

# Palm Beach County

Engineering & Public Works Roadway Production

### PARTICIPATION FOR MWBE/SBE CONSULTANTS

**Supplement Number 1** 

Date

Project Name: Prairie Road over LWDD L-8 Canal Bridge

**Project Number:** 

2016505

Prime Vendor: Wantman Group, Inc.

**Resolution Number** 

Telephone: (561) 687-2220

**Resolution Date** 

Contact: Brian LaMotte, P.E., VP Chief

**Department:** Engineering & Public Works

**Total Supplement Amount** 

\$27,778.00

There are no minority subcontractors for this supplemen

#### SCHEDULE 1

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

	OJECT NAME OR BID NAME: <u>Prairie R</u> AME OF PRIME BIDDER: <u>Wantman Grou</u>				O. OR BID NO.: 2035 Vista Parkwa		ıch, Florida 33411	
	ONTACT PERSON: <u>Brian C Rheaul</u>		-	PHONE NO.: <u>561-687-2220</u> FAX NO.: <u>561-687-1110</u>				
	D OPENING DATE:				RTMENT: Engin			
IN IF	IIS DOCUMENT IS TO BE COMPLETEI FORMATION AND DOLLAR AMOUNT THE PRIME IS AN SBE-M/WBE, PLEAS OMPLETED BY THE PRIME ON THIS P	OR PERCENTAGE OF W SE ALSO LIST THE NAM	ORK TO BE	COMPLET	TED BY ALL SBE	-M/WBE SUBC	ONTRACTORS O	N THIS PROJECT.
•		(Check one or both <u>M/WBE</u>	Categories) SBE		DOLLAR AMOU	NT OR PERCENT	TAGE OF WORK	
	Name, Address and Phone Number	Minority Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
	1.							
•	2.							
_	3.							
_	4.			<u>.</u>				
	5.							
(P	Please use additional sheets if necessary)	Total						
Tot	al Bid Price \$ <u>27,778.00</u>	Total SBE-M/WBE P	articipation Doll	ar Amount or F	ercentage of Work	00		
Not	attainment.  2. Firms may be certified by Palm under the appropriate category.	Beach County as an SBE and/o	or and M/WBE.		J	-	se indicate the dollar	
F:\F	3. M/WBE information is being co ROADWAY\CCNA\Annuals\Structural\Wantman\201						Revised	UJ/ 1 <i>J</i> / 4U11

Client#: 25411

WANTGROU

ACORD.

#### CERTIFICATE OF LIABILITY INSURANCE

9/12/2017

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(8), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 Greyling Ins. Brokerage/EPIC		CONTACT   Katle Kresner   NAME:   PRONE     FAX   No. Est.; 770.552.4225   (AC, No. Est.)   FAX   (AC, No. Est.)   (AC,	866.550.4082
3780 Mansell Road, Suite 370 Alpharetta. GA 30022		ADDRESS: Ketia.Krasner@greyling.com	;
Alphaious, OA OUUZE		INBURER(8) AFFORDING COVERAGE	RAIC #
		MEURER A: National Union Fire Ins. Co.	19445
INSURED	a see to a second secon	MBURER B : Continental Insurance Company	35289
Wantman Group, In		MEURER C: New Hampshire Ins. Co.	23841
2035 Vista Parkway		HBURER D : Lexington Insurance Company	19437
Suite 100	-1 20444	DISUAER E:	
West Palm Beach, F	L 33411	MSURER F:	
COVERAGES	CERTIFICATE NUMBER: 17-18	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

C	dicated, notwithstanding any re Ertificate may be issued or may : (Clusions and conditions of suc)	PERTAIN,	THE INSURANCE AFFORDED	BY THE POLICIES	DESCRIBED	HEREIN IS SUBJECT TO	
CH.	TYPE OF DIBURANCE	ADDLEUSR MER WYD	POLICY NUMBER	POLICY EPT	POLICY EXP	LIMIT	*
A	X COMMERCIAL GENERAL LIABILITY		4613985	09/18/2017	08/01/2018		s 1,000,000
į	CLAIMS-MADE X OCCUR	.				DAMAGE TO RENTED PREMISES (Es occurrence)	\$1,000,000
			l		1	MED EXP (Any one person)	\$25,000
1	l. J.,	i	!			PERSONAL & ADV INJURY	\$1,000,000
1	GENL AGGREGATE LIMIT APPLIES PER:		• :			GENERAL AGGREGATE	\$2,000,000
1	POLICY X JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
I	OTHER:					The Control of the Co	\$
Α	AUTOMOBILE LIABILITY	İ	9775972	09/18/2017	08/01/201B	COMBINED SINGLE LIMIT (Ea accident)	1,000,000
	X ANY AUTO	: 1				BODILY INJURY (Per person)	\$
1	ALL DWINED SCHEDULED AUTOS	1 1		l		BODILY INJURY (Per accident)	<b>]</b> \$
l	X HIRED AUTOS X AUTOS	1	:	l l		PROPERTY DAMAGE (Per socident)	\$
		1.1.					5
В	X UMBRELLA LIAB X OCCUR		6049958687	09/18/2017	08/01/2018	EACH OCCURRENCE	\$5,000,000
	EXCESS LIAB CLAIMS-MADE		; !	1		AGGREGATE	\$5,000,000
	DED X RETENTION \$10000	1 -					\$
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY		11569886	09/18/2017	08/01/2018	X PER OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE N	N/A	•			E.L. EACH ACCIDENT	\$1,000,000
	(Mendatory in NH)	,		1		E.L. DISEASE - EA EMPLOYEE	\$1,000,000
	l'yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s1,000,000
D	Professional		027015040	09/18/2017	08/01/2018	Per Claim \$2,000,00	0
	Liability	1				Aggregate \$2,000,00	90

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be etteched if more space in required)

Re: For All Projects with Palm Beach County; ITS Account Number PLC1800.

Paim Beach County, Board of County Commissioners, a Political Subdivision of the State of Fiorida, its Officers, Employees & Agents are named as Additional insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Retroactive Date 7/1/1991. Professional Liability Deductible \$50,000.

CERTIFICATE HOLDER	CANCELLATION
Paim Beach County c/o insurance Tracking Services, inc. (ITS) P.O. Bo 20270	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Long Beach, CA 90801	AUTHORIZED REPRESENTATIVE
	DAN. COLY

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ACORD 25 (2014/01) 1 of 1 The ACORD name and logo are registered marks of ACORD #\$856540/M855537

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#### WANTMAN GROUP, INC.

#### Corporate Officers and Other Persons Authorized to Sign Contracts

(As of July 18, 2017)

**GROUP A** 

Promissory Notes, Leases, Obligations, Agreements, Contracts, etc.

David S. Wantman

President

Joel N. Wantman

Chairman of the Board

**GROUP B** 

Contracts for Professional Services (includes contract modifications, task orders, supplemental agreements, price proposals and letter contracts) pertaining to the scope of responsibility of the signer may be signed by

the following individuals:

Mario Echagarrua

Executive Vice President - All Disciplines

Robin B. Petzold

Executive Vice President - Survey and SUE

Nancy A. Clements

Senior Vice President - Transportation

Michael L. Davis Walter V. Kloss<sup>1</sup>

Senior Vice President - Environmental/Planning/LA/Civil Vice President & Division Manager - Transportation

\*\*GROUP C

Contracts for Professional Services (includes contract modifications, task orders, supplemental agreements, price proposals and letter contracts) pertaining to the scope of responsibility of the signer with fees under \$300,000 may be signed by the following individuals:

Henri V. Belrose

Vice President & Senior Project Manager - Transportation

Sam Hall

Vice President & Senior Project Manager - Survey

Clayton Wolfe

Director - Structures

Erik L. Brueningsen Brian C. Rheault<sup>2</sup>

SUE Services Manager Structures Project Principal

Lynn Zolezzi3

Division Manager - Transportation Planning

Arnaldo Hemandez

Director - Architecture

**Gary Cudney David Kent** 

Senior Vice President - Parking & Restoration Principal - Corporate Projects and Planning

Michael Ortlieb

Vice President - Parking Solutions

\*\*GROUP D

Contracts for Professional Services using the WGI standard Proposal Forms (includes contract modifications, task orders, supplemental agreements, and price proposals) with fees under \$50,000 may be signed by the following

individuals:

Brian J. LaMotte

Vice President & Chief Marketing Officer

Jeffrey N. Brophy **Brian Terry** 

Vice President - Land Planning Vice President - Land Planning

Bryan R. Donahue Jeremiah Slaymaker Division Manager - Landscape Regional Manager - North Florida Survey / SUE

Rob McConnell Raymond Smith Torrey Thompson **Fabio Seratto** Mark Sampson

Vice President - Parking Solutions Vice President - Parking Solutions Division Manager – Restoration Manager - Parking Solutions Manager - Restoration

ALL contracts for professional services with fees in excess of \$300,000 for GROUP C and \$50,000 for GROUP D shall be executed by an individual listed in GROUP B who is responsible for the primary scope of work included in the contract, or alternatively, an individual in GROUP A.

#### ANY CONTRACT IN EXCESS OF \$1,500,000 REQUIRES THE SIGNATURE OF TWO (2) GROUP B OFFICERS OR ONE (1) GROUP A OFFICER.

<sup>3</sup> Signature Authority applies to FDOT contracts only.

<sup>&</sup>lt;sup>1</sup> Signature authority for contracts in excess of \$300,000 is limited to contracts with the Florida Department of Transportation.

<sup>&</sup>lt;sup>2</sup> Signature authority applies to contracts with Palm Beach County, City of Boca Raton and Indian River County.

Page	1	of	1	

# BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY BUDGET <u>Amendment</u>

FUND Transportation Improvement

BGRV 111819\*109 BGEX 111819\*370

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 11-18-19	REMAINING BALANCE	
REVENUES Prairie Road over LWDD I 3500-361-1504-6994 Munic	ciple Participation	0 202,361,433	0 196,655,770	<u>27,778</u> 27,778	<u>0</u> 0	<u>27,778</u> 196,683,548			
EXPENDITURES Prairie Road over LWDD L 3500-361-1504-6505 Desig 3500-361-1504-8101 Contri TOTAL APPROPRIATIONS	n/Eng/Mgmt-CIP Admin ibutions Othr Govtl Agncy	126,552 12,853 202,361,433	133,765 <u>12,853</u> 196,655,770	22,178 5,600 27,778	0	155,943 <u>18,453</u> 196,683,548	1,658 11,275	154,285 7,177	
Engineering & Public Works  Administration / Budget Approval		SIGNATURE, Mulhovalamm		DATE	DATE 11/18/19		By Board of County Commissioners At Meeting of		
OFMB Department – Posted							Clerk to the f County Commission	oners	