

AGREEMENT

THIS AGREEMENT is made and entered into on this _____ day of _____, 201____, by and between the City of Delray Beach, a Florida municipal corporation ("City"), whose address is 100 N.W. 1ST Avenue, Delray Beach, Florida 33444, and Wantman Group, Inc., a Florida corporation (hereafter referred to as "Contractor"), whose address is 2035 Vista Parkway, West Palm Beach, Florida 33411.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Request for Qualifications No. 2019-020, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF REQUEST FOR QUALIFICATIONS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Qualifications No. 2019-020 and the Contractor's response thereto, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's solicitation, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein as Exhibit A, according to the terms and specifications of the referenced solicitation.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the City: City of Delray Beach
100 NW 1st Street
Delray Beach, Florida 33444
Attn: City Manager
- ii. with a copy to: City of Delray Beach
200 NW 1st Street
Delray Beach, Florida 33444
Attn: City Attorney

iii. As to the Contractor: Wantman Group, Inc.
2035 Vista Parkway
West Palm Beach, Florida 33411
Attn.: Brian Rheault, PE/SI, Project Principal

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through the completion of work and full acceptance by the City, unless terminated earlier in accordance with terms set forth in the solicitation.

(The remainder of this page is intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF DELRAY BEACH, FLORIDA

[SEAL]

By: _____
Neal de Jesus, Interim City Manager

ATTEST:

By: _____
Katerri Johnson, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Lynn Gelin, City Attorney

CONTRACTOR

[SEAL]

By: _____

Brian C. Rheault

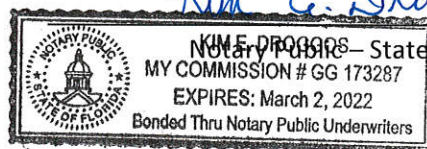
Printed Name

VICE PRESIDENT

Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 27th day of March, 2019, by Brian C. Rheault, as VICE PRESIDENT (name of officer or agent, title of officer or agent), of WANTMAN GROUP INC (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ (type of identification) as identification.



Fee Estimate
City of Delray Beach Delray Marina

| TASK DESCRIPTION / ACTIVITY | | CLASSIFICATION AND RATES | | | | | | | | | |
|---------------------------------------|---|--------------------------|-----------------|----------|----------|----------|--------|-----------|----------|---------|--------------|
| | Payroll Classification Contract - Hourly Rates | Principal | Project Manager | | Senior | Engineer | | Inspector | CAD | Total | Total |
| | | Engineer | Engineer | Engineer | Engineer | Intern | Intern | Inspector | Designer | Work | Labor Costs |
| | | \$275.00 | \$185.00 | \$170.00 | \$100.00 | | | \$110.00 | \$100.00 | | |
| PHASE 1 - CONSTRUCTION ADMINISTRATION | | 41.00 | 284.00 | 158.00 | 434.00 | | | 80.00 | 120.00 | 1117.00 | \$154,875.00 |
| PHASE 2 - CEI INSPECTION SERVICES | | 4.00 | 148.00 | 14.00 | 308.00 | | | 958.00 | 0.00 | 1432.00 | \$167,040.00 |
| PHASE 3 - PUBLIC OUTREACH | | 16.00 | 68.00 | 30.00 | 0.00 | | | 0.00 | 52.00 | 166.00 | \$27,280.00 |
| Total Workhours | | 61.00 | 500.00 | 202.00 | 742.00 | | | 1038.00 | 172.00 | 2715.00 | \$345,195.00 |
| Sub-Total Dollars | | \$16,775 | \$92,500 | \$34,340 | \$74,200 | | | \$114,180 | \$17,200 | | \$345,195.00 |
| Total Dollars* | | | | | | | | | | | \$345,195.00 |

*Hours of work are estimated and may not represent the actual hours required to complete the project

WANTMAN GROUP, INC.
Corporate Officers and Other Persons Authorized to Sign Contracts

(As of July 9, 2018)

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

| | |
|------------------|--|
| David S. Wantman | President |
| Joel N. Wantman | Chairman of the Board |
| Mario Echagarrua | Executive Vice President & Chief Operating Officer |

GROUP B Approved 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:

| | |
|-------------------|--|
| Robin B. Petzold | Executive Vice President - Survey & SUE |
| Nancy A. Clements | Senior Vice President - Transportation |
| Michael L. Davis | Senior Vice President – Chief Strategy Officer |
| Walter V. Kloss | Vice President Transportation – Alternative Delivery |
| Brian C. Rheault | Vice President Structural Solutions |

GROUP C Approved 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 | SUE Services Manager |
| Lynn Zolezzi ¹ | Manager - Transportation Planning |
| Arnaldo Hernandez | Director - Architecture |
| Gary Cudney | Senior Vice President - Parking & Restoration |
| David Kent | Chief Financial Officer |
| Michael Ortlieb | Vice President - Parking Solutions |
| Jeffrey N. Brophy | Vice President - PLACE |
| Dale Lee Dowden | Vice President – Central Florida Regional Manager |
| Keegan Larson | South Florida Transportation Regional Manager |
| Chris Presnell | North Florida Regional Transportation Manager |
| Jacob Gonzalez | VP Parking Solutions |
| Raymond Smith | Vice President – Parking Solutions |

GROUP D Approved contracts for Professional Services (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 |
| Jeremiah Slaymaker | Regional Manager - North Florida Survey / SUE |
| Rob McConnell | Vice President - Parking Solutions |
| Lindsay Libes | Director Planning |
| Torrey Thompson | Manager - Restoration |
| Fabio Seratto | Manager - Parking Solutions |
| Mark Sampson | Manager - Restoration |
| John Abbott | Director - Environmental Services |
| Brett Oldford | Director - Civil Engineering |
| Jason Mihalovits | Director - Landscape Architecture |
| Jonathan Forster | Manager Parking Solutions Planning |

**** 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.**

¹ Signature Authority applies to FDOT contracts only.