

Agenda Item #: 3-C-6

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: August 21, 2007 Consent Regular
 Workshop Public Hearing
Department:
Submitted By: Engineering & Public Works Department
Submitted For: Roadway Production Division

Project No. : 1998506A

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Supplemental Agreement No. 9 to Project Agreement R2001-1619 in the amount of \$135,630 with K-F Group, Inc. (KFG), for professional services.

Summary: This Supplemental Agreement will provide the services necessary for the preparation of plan revisions and acquisition of a Tree Alteration Permit for Jog Road from Roebuck Road to 45th Street (Project).

Districts: 2 and 6 (PK)

Background and Justification: On October 2, 2001, the Board of County Commissioners (Board) approved an Agreement (R2001-1619) with KFG to provide professional services required to prepare design plans and construction bid documents for the Project. The County now desires KFG to provide additional services for the design of a new bridge and to obtain a Tree Alteration Permit from the City of West Palm Beach for the Project, as detailed in Exhibit "A" of the attached Supplemental Agreement. The Small Business Enterprise (SBE) goal for the Project is 15%. The SBE participation committed for this supplement by KFG is 94.11% overall. The fee, as detailed in Exhibit "A" of the attached Supplemental Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum) \$ 98,410 (Bridge Design, Tree Survey)
Reimbursable Expenses (Not to Exceed)... \$ 37,220 (Geotechnical, Tree Survey)
Total: \$135,630

After reviewing the attached Supplemental Agreement and finding it in proper order, staff recommends the Board's approval.

Attachments:

- 1. Location Map
- 2. Supplemental Agreement with Exhibits and Certificate of Insurance (2)
- 3. Project Work Schedule

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Recommended by: Azy Omeles A. Fernandez 6/29/07
Division Director Date

Approved By: A. J. Webb 8/9/07
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2007	2008	2009	2010	2011
Capital Expenditures	\$166,430	-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	\$166,430	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No
Budget Acct No.: Fund 3500/3503 Dept. 361 Unit 0670 Object 6505.
Program

B. Recommended Sources of Funds/Summary of Fiscal Impact:

County Transportation Improvement Fund
Road Impact Fee Fund - Zone 3
Jog Rd/Roebuck Rd to 45th Street

	Fund 3500	Fund 3503	Total
Auth.- Basic Serv.	\$67,208.00	\$31,202.00	\$ 98,410.00
Reimbursables	\$23,622.00	\$13,598.00	\$ 37,220.00
Consultant Auth.	\$90,830.00	\$44,800.00	\$135,630.00
Contingency	\$ -0-	\$ 6,800.00	\$ 6,800.00
Staff Costs-Roadway	\$ -0-	\$17,200.00	\$ 17,200.00
-ROW	\$ -0-	\$ 6,800.00	\$ 6,800.00
Project Cost	\$90,830.00	\$75,600.00	\$166,430.00
Funded	<\$90,830.00>	<\$31,192.00>	<\$122,022.00>
Fiscal Impact-Rd Pgm	\$ -0-	\$44,408.00	\$ 44,408.00

Note: Fiscal Impact funded by a \$44,408 non-board transfer from FY 2003 Road Program allocation to the project.

C. Departmental Fiscal Review: P. J. Wong 6/13/07

III. REVIEW COMMENTS

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

Jan Bl 8-9-07
OFMB
(Handwritten notes: NO, 8/10/07, CP, 8/10/07)

Kevin J. Jacobowitz/EJ 8/9/07
Contract Dev. and Control

B. Approved as to Form and Legal Sufficiency:

This item complies with current County policies.

Paul F. G. 8/10/07
Assistant County Attorney

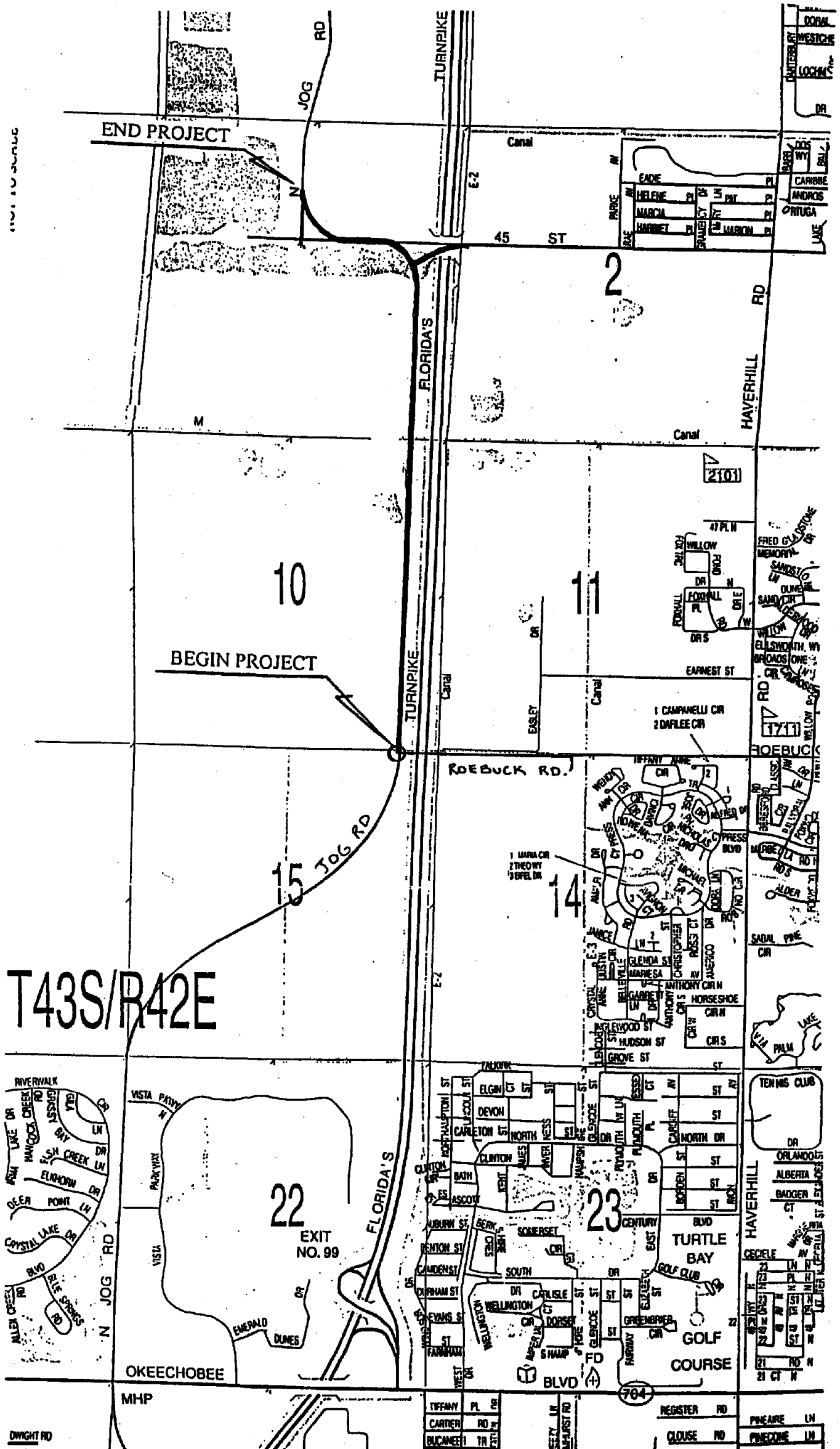
C. Other Department Review:

Department Director

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

PROJECT LOCATION
 JOG ROAD ALIGNMENT
 FROM ROEBUCK ROAD TO 45TH STREET

ATTACHMENT 1



ATTACHMENT 2

SUPPLEMENTAL AGREEMENT BETWEEN
PALM BEACH COUNTY
AND
K-F GROUP, INC.
FOR PROFESSIONAL ENGINEERING SERVICES ON
JOG ROAD
ROEBUCK ROAD TO 45TH STREET
PROJECT NO.: 1998506A
PALM BEACH COUNTY, FLORIDA

THIS SUPPLEMENTAL AGREEMENT No. 9, made and entered into this day of
_____ **2007 by and between Palm Beach County, hereinafter COUNTY,**
and, K-F GROUP, INC., a Florida Corporation with an address of 5114 Okeechobee Boulevard,
Suite 110, West Palm Beach, Florida 33417, hereinafter CONSULTANT.

WITNESSETH

WHEREAS, the COUNTY and CONSULTANT entered into a Project Agreement dated
October 2, 2001 (R2001-1619), to provide professional engineering services for the design of Jog
Road from Roebuck Road to 45th Street, Palm Beach County, Florida (hereinafter PROJECT); and

WHEREAS, the COUNTY now desires for the CONSULTANT to provide for additional
services for the design of a new bridge and a tree survey for the PROJECT; and

RE: JOG ROAD FROM ROEBUCK ROAD TO 45TH STREET
Project No. 1998506A

WHEREAS, the following fee has been negotiated as just and reasonable compensation for these professional services to be performed by the **CONSULTANT**:

Basic Services in a lump sum fee of \$98,410.00;

Reimbursable Services (not to exceed) \$ 37,220.00;

Totaling \$135,630.00.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That for and in consideration of the mutual benefits to flow from each to the other, the parties hereto agree as follows:

1. The **CONSULTANT** agrees to provide professional services as described in Exhibit "A" of the Agreement known as "SCOPE OF WORK & FEE".
2. The **CONSULTANT** agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
3. The **CONSULTANT** agrees to Small Business Enterprise (SBE) Participation, described in Exhibit "C" of the Agreement.
4. The **CONSULTANT** has provided a Letters of Intent to perform as an SBE as described in Exhibit "D" of the Agreement.
5. The **COUNTY** agrees to pay the **CONSULTANT** a fee of One Hundred Thirty Five Thousand Six Hundred Thirty Dollars (\$135,630.00).
6. The **CONSULTANT** agrees to indemnify, defend and hold harmless the **COUNTY** against all claims that may arise as a result of negligence, wrongdoing, misconduct or want of care by the **CONSULTANT**.

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated **October 2, 2001 (R2001-1619)**, and;

Supplements and Amendments thereto, shall remain in full force and effect.

**RE: JOG ROAD FROM ROEBUCK ROAD TO 45TH STREET
Project No. 1998506A**

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

OWNER:

**Palm Beach County, Florida, a
Political Subdivision of the
State of Florida**

CONSULTANT:

**K-F Group, Inc.
a Florida Corporation**

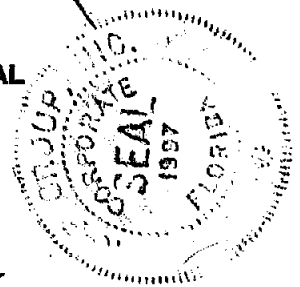
BOARD OF COUNTY COMMISSIONERS

BY: _____
Addie L. Greene, Chairperson

BY: _____
Hian C. Kor, P.E., President

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

CORPORATE SEAL



BY: _____
Deputy Clerk

WITNESS:

BY: _____

SEAL

HERBERT L. FLEISCHMAN
(Printed Name)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: [Signature]
Department Head

BY: [Signature]

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

Ovidio Maldonado
(Printed Name)

County Attorney

EXHIBIT "A"



K-F GROUP, INC.
CONSULTING ENGINEERS

February 2, 2007

Mr. Javier Lopez, P.E.
Palm Beach County Roadway Production Division
P.O. Box 21229
West Palm Beach, FL.33416-1229

RE : FEE PROPOSAL – ADDITIONAL SERVICES
JOG ROAD Roebuck Rd. to 45th Street
P.B.C. Project No. 1998506A

Dear Mr. Lopez,

Enclosed for your review and approval, please find a Fee Proposal for additional services.

Alan Gerwig & Associates additional services is for the design of a new bridge at the existing SWA box culvert, two (2) new conflict drainage structures and two (2) new headwall designs at the new culvert extensions.

Dunkelberger Engineering & Testing, Inc. proposal is for obtaining additional Subsurface Exploration and Geotechnical Evaluation for the new bridge.

James F. Schnelle, Jr. (EM&E) proposal is for preparing a Tree Survey in order to obtain a Tree Alteration Permit that is required by the City of West Palm Beach and a mitigation and littoral planting plan to accompany CDM's USACOE permit.

Brown & Phillips, Inc. additional service is for preparing a Tree Survey in conjunction with the Tree Alteration Permit required by the City of West Palm Beach.

The following is a breakdown of the fee:

BASE FEE

Alan Gerwig & Associates, Inc.	✓	\$ 77,410.00	
James F. Schnelle, Jr. (EM&E)	✓	\$ 21,000.00	
Brown & Phillips, Inc.	✓	\$ 29,250.00	→ Reimbursable
TOTAL BASE FEE	✓	\$127,660.00	

REIMBURSABLES (NOT TO EXCEED)

Dunkelberger Engineering & Testing, Inc.	✓	\$ 7,970.00
TOTAL REIMBURSABLES	✓	\$ 7,970.00

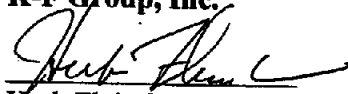
TOTAL PROJECT FEE	✓	\$ 135,630.00
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Lopez
JOG ROAD – Additional Services
Page 2

If there are any questions, please do not hesitate in calling us at 640-4567. Thank You.

Sincerely,

K-F Group, Inc.



Herb Fleischman
Project Manager

Enclosures

cc: Omelio A. Fernandez, P.E., Director, Engineering/Public Works Operations
Dave Young, P.E., Special Projects Manager
Steve Carrier, P.E., Asst. County Engineer

Alan Gerwig & Associates, Inc.
 12798 W. Forest Hill Blvd., Suite 204
 Wellington, FL 33414

Manhour and Fee Proposal

Project: Jog Road Bridge Over SWA Canal - Supplemental

P.B. Co. Project No. 98-505
 Date: 2/1/2007

Task	No. Of Mtgs or No. Of Sheets	Project Manager Rate = \$130		Design Engineer Rate = \$105		Design Technician Rate = \$75		CADD Technician *Rate = \$75		Total		Comments
		Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	Manhours	Cost	
Notes and Quantities Sheet	1	4	520	3	315	8	600	4	300	19	1,735	
Plan & Elevation	1	18	2,340	24	2,520	8	600	8	600	58	6,060	
Foundation Layout Plan	1	16	2,080	20	2,100	30	2,250	8	600	74	7,030	
End Bent 1 & 2	2	20	2,600	20	2,100	40	3,000	12	900	92	8,600	
End Bent Details	2	10	1,300	20	2,100	18	1,350	16	1,200	64	5,950	
Superstructure Plan	1	12	1,560	24	2,520	38	2,850	4	300	78	7,230	
Superstructure Details / Beams	3	12	1,560	20	2,100	16	1,200	12	900	60	5,760	
Miscellaneous Details and Sections	2	8	1,040	26	2,730	24	1,800	8	600	66	6,170	
Standard Indexes	8	6	780	7	735	2	150	4	300	19	1,965	
Soil Boring Log	1	2	260	4	420	2	150	4	300	12	1,130	
Bill of Reinforcement	1	4	520	14	1,470	6	450	8	600	32	3,040	
Coordinatin Meetings w/ PB CO	3	12	1,560	9	945	3	225	4	300	28	3,030	
Conflict Drainage Structures	3	2	260	32	3,360	24	1,800	16	1,200	74	6,620	Includes two conflict Boxes
Retaining Wall Value Engineering Headwall for Double Elliptical Pipe		16	2,080	16	1,680	42	3,150	30	2,250	104	9,160	
				16	1,680			30	2,250	46	3,930	
Total Design Fee	29	142	18,460	255	26,775	261	19,575	168	12,800	826	77,410	

Design Fees: \$ 77,410.00

James F. Schnelle, Jr., P.E.
Environmental Management & Engineering
 8259 North Military Trail, Suite #8
 Palm Beach Gardens, Florida 33410-6352
 (561) 622-5549

DRAFT—Sent via e-mail

January 25, 2007

Mr. Herb Fleischman, Vice President
 K-F Group, Inc
 5114 Okeechobee Blvd., Suite 110
 West Palm Beach, Florida 33417

Re: Jog Road Additional Work-- City of West Palm Beach Tree Removal License

Dear Mr. Fleischman:

We are pleased to submit our proposal to complete an Application for Tree Removal License for Jog Road from Roebuck to SWA property. The tree survey field work and tabular table summary by species shall be provided by others. Two (2) with the City of West Palm Beach Planning & Zoning Department Landscape Planners shall be conducted.

We respectfully request additional fee be provided to accomplish this effort as follows:

Task	Description	Hours	
A	City of West Palm Beach Tree Removal License Application Form	16	\$ 2,000
B	Project & Field Meetings	20	\$ 2,500
C	Tree Mitigation Analysis (less than 18" dbh and greater than 18")	20	\$ 2,500
D	Tree Mitigation Analysis (greater than 18" dbh—using ISA Valuation Method)	20	\$ 2,500
E	Tree Relocation Requirements	20	\$ 2,500

Total Project Budgetary Cost Estimate	✓ 96	✓ \$ 12,000
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Very truly yours,

James F. Schnelle, Jr., P.E.
 Consultant

James F. Schnelle, Jr., P.E.
Environmental Management & Engineering
8259 North Military Trail, Suite #8
Palm Beach Gardens, Florida 33410-6352
(561) 622-5549

January 25, 2007

Sent via e-mail

Mr. Hian C. Kor,
K-F Group, Inc
2324 South Congress Avenue, Suite 2E
West Palm Beach, FL 33406

Re: Jog Road Through SWA –Mitigation & Littoral Planting Plan–Additional Work

Dear Mr. Kor;

We are pleased to submit our proposal to prepare a littoral planting plan/design for CDM's submittal to the USACOE.

We respectfully request additional fee be provided to accomplish this effort as follows:


Task	SWA – Mitigation/Littoral Planting Plan	Hours	Total
	Principal	40	\$ 6,000
	Ecologist	30	3,000
	Total	✓ 70	✓ \$ 9,000

We are available to commence work immediately on this task and stand ready to assist you in any way we can.

Thank you for your consideration in this matter.

Very truly yours,

James F. Schnelle, Jr., P.E.
Consultant

 **BROWN & PHILLIPS, Inc.**
PROFESSIONAL SURVEYING SERVICES

January 29, 2007

Mr. Herb Fleischman
K-F Group
5114 Okeechobee Blvd.
Suite 110
West Palm Beach, FL 33417

Re: Jog Road from Roebuck to 45th Street - Tree Survey

Dear Mr. Fleischman:

Thank you for the opportunity to provide you with the following services for the subject site. This proposal is based on documentation and information provided by your office. The scope of services is as follows:

SCOPE OF SERVICES

I. CONTROL

A traverse will be done to find and verify horizontal control from the previous survey performed in 2001.

II. TREE LOCATIONS

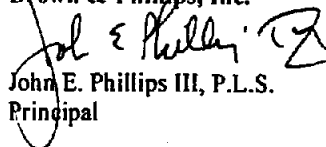
We will locate all trees, in the right of way, (not exotics) over 4" in diameter. We will also take an approximate measurement of the tree canopy size. We will then produce a drawing showing all the trees located. We will provide you with signed and sealed hard copies, and an AutoCAD file of the trees located.

III. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide K-F Group with (6) hard copies and an AutoCAD file in the version requested. Any additional work will be done on an hourly basis as approved by you. The proposed cost for this project is \$29,250.00 (~~\$28,730.00~~ for survey + \$520.00 for reimbursable) per Attachment 'A'. If notice to proceed is given during the dry season, a fee reduction of three days will be taken per Attachment 'A'. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Sincerely,

Brown & Phillips, Inc.


John E. Phillips III, P.L.S.
Principal

Attachment

JEP/kk

Accepted This _____ Day Of _____, 2007.

K-F Group

By: _____ Print Name: _____

ATTACHMENT 'A'

Jog Road from Roebuck to 45th Street - Tree Survey

Brown & Phillips, Inc. Project No:

Description:

Size: 8,000' +/-

Date of Proposal: January 29, 2007

TASK	3 MAN FIELD	CADD TECH	SURVEY TECH	PLS	COMMENTS
Traverse	24		7	5	Traverse and set points for tree locations
Tree Locations	128	50	24	10	Locate trees in right of way
Wet Season Delay	30		6	2	Trying to work under flooded conditions
Total Hours	✓ 182	✓ 50	✓ 37	✓ 17	
Rate/Hour	\$117.00	\$66.00	\$64.00	\$104.00	
Sub-total	✓ \$21,294.00	✓ \$3,300.00	✓ \$2,368.00	✓ \$1,768.00	
Total Price			✓ \$28,730.00		

Reimbursable: ATV for 10 days @ \$52.00 per day = \$520.00

* SAVINGS IF GIVEN EARLY NOTICE TO PROCEED

(-) \$ 4,102.00

\$ 28,730.00

(-) 4,102.00

\$ 24,628.00

+ 520.00

\$ 25,148.00 DRY SEASON

DE&T DUNKELBERGER ENGINEERING & TESTING, INC.

K-F Group, Inc.
2324 South Congress Avenue
Suite 2-E
West Palm Beach, Florida 33406

January 31, 2007
Project No. 06-21-6102
(Revised - 1)

Attention: Mr. Hian C. Kor, P.E.

Subject: *Additional Geotechnical Services Proposal*
Jog Road Bridge Over NPB Canal
Palm Beach County, Florida

Gentlemen:

INTRODUCTION

Following discussions with Mr. Alan Gerwig, P.E. of Gerwig & Associates, Inc. and a visit to the site, Dunkelberger Engineering & Testing, Inc. (DE&T) is pleased to submit this proposal to perform a subsurface study in connection with the Jog Road vehicular bridge that is to be built over the NPB Canal in Palm Beach County, Florida. Presented hereafter are a description of the scope of work that we will undertake for the project and a schedule for implementation of the work. Compensation for our services is also discussed.

PROJECT CONSIDERATIONS

Based upon discussions with Mr. Gerwig, we understand that the bridge will be a single span structure with an overall width of 100± feet and four travel lanes. It will be constructed of precast, reinforced concrete components and have a poured-in-place concrete deck. The bridge superstructure will be supported on driven precast, prestressed concrete (PPC) piles. Per pile service loads are estimated to be on the order of 70 to 80 tons.

SCOPE OF WORK

Subsurface conditions at the bridge location will be explored with two 75-foot deep engineering borings (one at each abutment location). The borings will be accomplished with truck-mounted machinery using mud rotary procedures. Samples of the in-place materials will be obtained at frequent vertical intervals using a standard split barrel driven with a 140-pound drop hammer freely falling 30 inches (the Standard Penetration Test [SPT] after ASTM D 1586). Upon their completion, the borings will be grout sealed from bottom to top.

The axial compressive capacity that the piling can develop within the profile components will be estimated using the Florida Department of Transportation (FDOT) computer program SPT 97. Axial compressive capacities will be estimated for both 14-inch square and 18-inch square PPC piles. Output from the computer program will be presented graphically as curves of driven pile capacity versus depth.

A sample of the subsurface materials will be tested for the Florida Department of Transportation corrosion parameters.

The work product of our efforts will be a brief but comprehensive report which transmits the factual information obtained, the estimated capacity versus embedment curves for the piling and our recommendations for foundation design and related construction.

Also included within this scope of work is DE&T's continued consultations for the Jog Road - 45th Street intersection improvements, a project that includes the design of a retaining wall and thick fill over an existing lake. We will attend meetings and provide geotechnical engineering consultations to the design team on an hourly rate basis.

SCHEDULE

We are in a position to begin the field exploration within about five business days of receiving your notification to proceed. Barring delays due to inclement weather, we expect to complete the drilling and sampling of the borings in two days. The report of the subsurface study will be submitted to you about one week after the field exploration is concluded.

COMPENSATION, PAYMENT AND OTHER TERMS

Based upon our general knowledge of the subsurface conditions of the site area and an interpretation of your requirements, we are willing to provide the services described earlier for a fixed fee of \$7,970. A breakdown of the fee is given in Attachment 1.

Invoices for our services are due and payable upon receipt. Invoices not paid within 30 days of their date will be assessed a finance charge of one percent per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within 60 days will result in DE&T stopping work until such invoices are paid in full. Invoices not paid within 90 days of their date will be referred for collection. The client will be responsible for all expenses incurred by DE&T in the collection of any unpaid invoice, including the actual attorneys' fees and costs charged by our legal counsel.

K-F Group, Inc.
Project No. 06-21-6102

Page 3

Other terms and conditions pertaining to the engagement of our services are discussed in the General Conditions, Attachment 2. The General Conditions are hereby incorporated into and made a part of this proposal.

_____oOo_____

DE&T appreciates the opportunity to submit this proposal and looks forward to rendering the services described herein. We trust that the proposal contents are clear and understandable. Should they require any clarification or amplification, however, please contact us.

If the proposal is satisfactory, kindly sign and return the acceptance copy furnished for this purpose.

Very truly yours,

DUNKELBERGER ENGINEERING & TESTING, INC.



Kevin E. Aubry, P.E.
Geotechnical Services Manager



Thomas J. Tepper, P.E.
Principal Engineer

6102p(Rev. 01-31-07):kat

Attachments: 1 - Fee Breakdown
2 - General Conditions

cc: Addressee (2) ... *via fax and U.S. Mail*

Gerwig & Associates, Inc. (1) ... *via fax and U.S. Mail*
Attn: Mr. Alan Gerwig, P.E.

Accepted this _____ day of _____, 2007.

Company

Signature

Name and Title

DE&T

FEE BREAKDOWN
Additional Geotechnical Services Proposal
Jog Road Bridge Over NPB Canal & Jog Road/45th Street Intersection Improvements
Palm Beach County, Florida

I. FIELD EXPLORATION

A. Boring Layout and Underground Utility Clearance:	
Senior Engineering Technician, 8 hours @ \$60.00/hour	\$ 480.00
B. Drilling Equipment Mobilization/Demobilization: 1 @ \$300.00/1.s	300.00
C. SPT Borings (2 total):	
0' to 50' - 100 feet @ \$11.00/foot	1,100.00
50' to 100' - 50 feet @ \$12.00/foot	600.00
D. Grout Seal Borings:	
0' to 50' - 100 feet @ \$4.00/foot	400.00
50' to 100' - 50 feet @ \$5.00/foot	250.00
E. Borehole Logging:	
Senior Engineering Technician, 10 hours @ \$60.00/hour	600.00
<i>Subtotal I</i>	\$ 3,730.00

II. LABORATORY TESTING

A. Sample Visual Examination/Classification:	
Staff Engineer, 2 hours @ \$75.00/hour	\$ 150.00
B. Corrosion Parameters: 1 test @ \$155.00/test	155.00
<i>Subtotal II</i>	\$ 305.00

III. ENGINEERING EVALUATION & REPORTING

A. Senior Geotechnical Engineer: 3 hours @ \$105.00/hour	\$ 315.00
B. Staff Engineer: 16 hours @ \$75.00/hour	1,200.00
C. CADD Operator: 4 hours @ \$50.00/hour	200.00
D. Engineering Technician: 4 hours @ \$45.00/hour	180.00
<i>Subtotal III</i>	\$ 1,895.00

TOTAL - JOG ROAD OVER NPB CANAL \$ 5,930.00

Project No. 06-21-6102

Attachment 1

IV. ADDITIONAL GEOTECHNICAL CONSULTATIONS

A. Senior Geotechnical Engineer: 8 hours @ \$105.00/hour.....	\$ 840.00
B. Staff Engineer: 16 hours @ \$75.00/hour	1,200.00
<i>Subtotal IV</i>	\$ 2,040.00
TOTAL - PROJECT	\$ 7,970.00

6102p.att1.kat(Rev. 01-31-07)

EXHIBIT "B"

CERTIFICATION STATEMENTS

PROJECT: Jog Road from Roebuck Road to 45th Street

Project No.: 1998506A

CONSULTANT: K-F 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, or sexual orientation.



Hian C. Kor, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

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.

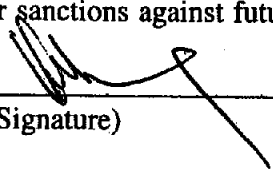
ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services 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 Hian C. Kor, P.E., as
(Name of Individual)

President, of K-F 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)

6-6-07

(Date)

EXHIBIT "C"

06/01/2007

PARTICIPATION FOR MWBE/SBE CONSULTANTS
Supplement Number 9

Project Name: Jog Rd. from Roebuck Road to 45th Street

Project No.: 1998506A

Prime Consultant: K-F Group, Inc.

Prime Contact Person: Hian C. Kor, P.E., President

Telephone No.: (561) 640-4567

Resolution Date: 10/02/2001 Res #: R2001-1619

Supplement date: 07/10/2007

Department: Engineering & Public Works

Name / Address / Telephone of Minority Sub-Consultant	Type / Description of Work Performed by Sub-Consultant	Contract Dollar Amount for Sub-Consultant					
		Black	Hispanic	Other	Women	White Male	
Alan Gerwig & Associates, Inc. 12798 W FOREST HILL BLVD STE 204 WELLINGTON, FL 33414 (561) 792-9000	Design	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	77,410.00
Brown & Phillips, Inc. 901 NORTHPOINT PKY STE 305 WEST PALM BEACH, FL 33407 (561) 615-3988	Surveyor	MWBE	0.00	0.00	0.00	0.00	
		SBE	29,250.00	0.00	0.00	0.00	0.00
Environmental Management & Engineering (Jim Schnelle, Jr., 8259 N MILITARY TRL STE 8 PALM BEACH GARDENS, FL 33410 (561) 622-5549	Environmental	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	21,000.00
Total MWBE			0.00	0.00	0.00	0.00	
%							
Total SBE			29,250.00	0.00	0.00	0.00	98,410.00
%			21.56				72.55

Total Supplement Amount: 135,630.00

EXHIBIT "D"

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: K-F Group, Inc.
(NAME OF PRIME CONSULTANT)

5114 Okeechobee Boulevard, Suite 110, West Palm Beach, Florida 33417
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE:

FROM: Brown & Phillips, Inc. SUB-CONSULTANT (Prime if SBE or M/WBE)
901 Northpoint Parkway, Suite 305, West Palm Beach, FL 33407
(ADDRESS)
561-615-3988 561-615-3986
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Mr. John E. Phillips III, P.L.S.

TITLE: Principal EMAIL: john@brown-phillips.com

The undersigned intend to perform work in connection with the above project as (check one):
 an individual a corporation a partnership a joint venture

- B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : YES NO *If YES, Check all that apply:*
* MBE: BL H WBE O(Other)
* SBE: BL H WBE O(Other) White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Surveyor Services

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 21.56 %

NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE

Project : Jog Rd. - Roebuck Rd. to 45th Street

PROJECT NO. 98506A

Brown & Phillips, Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

John E. Phillips III / PRES
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY: John E Phillips 6/4/07
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: K-F Group, Inc.
(NAME OF PRIME CONSULTANT)

5114 Okeechobee Boulevard, Suite 110, West Palm Beach, Florida 33417
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE:

FROM: Environmental Management & Engineering
SUB-CONSULTANT (Prime if SBE or M/WBE)

8259 N. Military Trail, Suite 8, Palm Beach Gardens, FL 33410
(ADDRESS)
 561-622-5549 561-622-0482
(TELEPHONE No.) (FAX No.)

CONTACT PERSON: Mr. James F. Schnelle, Jr., P.E.

TITLE: President EMAIL: jfschnelle@aol.com

The undersigned intend to perform work in connection with the above project as (check one):
 an individual X a corporation a partnership a joint venture

- B. PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : X YES NO *If YES, Check all that apply:*
* MBE: BL H WBE O(Other)
* SBE: BL H WBE O(Other) X White Male
* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Environmental Services
2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 15.48 %
NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

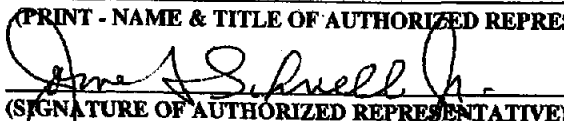
The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE:

Project : Jog Rd. - Roebuck Rd. to 45th Street PROJECT NO. 98506A

Environmental Management & Engineering
NAME OF SUB-CONSULTANT FIRM (Prime if SBE or M/WBE)

James F. Schnelle, Jr., P.E., Consultant
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY:  6-6-07
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

ACORD CERTIFICATE OF LIABILITY INSURANCE		OP ID H4 KFGRO-1	DATE (MM/DD/YYYY) 04/02/07
PRODUCER (WL) Heffernan Insurance Brkrs 12012 S. Shore Blvd. Suite 105 Wellington FL 33414 Phone: 561-784-1188 Fax: 561-784-5141		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED K-F Group, Inc. Herb Fleischman 5114 Okeechobee Blvd Suite 110 West Palm Beach FL 33417		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: National Casualty Co.	
		INSURER B: Travelers Casualty Ins.	19070
		INSURER C: ST. PAUL TRAVELERS	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS								
C	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	BK01265403	12/05/06	12/05/07	EACH OCCURRENCE \$ 1000000								
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COM/OP AGG \$ 2000000								
C	X	AUTOMOBILE LIABILITY <input 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	BK01265403	12/05/06	12/05/07	COMBINED SINGLE LIMIT (Ea accident) \$								
						BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NA			AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$								
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	NA			EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$								
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	IACRUB6417Y41-07	04/13/07	04/13/08	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 100000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 500000</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ 100000	E.L. DISEASE - EA EMPLOYEE	\$ 100000	E.L. DISEASE - POLICY LIMIT	\$ 500000
WC STATUTORY LIMITS	OTHER													
E.L. EACH ACCIDENT	\$ 100000													
E.L. DISEASE - EA EMPLOYEE	\$ 100000													
E.L. DISEASE - POLICY LIMIT	\$ 500000													
A		Professional Liab \$10,000 Retention	ARO0001942	12/05/06	12/05/07	Liability 100000 Each Clm 100000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Palm Beach County BOCC, a political subdivision of the State of Florida, its officers, employees & agents are listed as an additional insured with respects to the General Liability

Retro Date 4/18/97 applies to Professional Liability.

CERTIFICATE HOLDER Palm Beach County & Public Works Dept Roadway Production Division 160 Australian Ave Ste 503 West Palm Beach FL 33406-1229	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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