

Agenda Item #: 3-C-10

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

Meeting Date:	October 21, 2008	<input checked="" type="checkbox"/>	Consent	<input type="checkbox"/>	Regular
		<input type="checkbox"/>	Workshop	<input type="checkbox"/>	Public Hearing

Department:
Submitted By: Engineering & Public Works Department
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Supplemental Agreement No. 1 to Project No. 2004507 under contract R2005-1455 in the amount of \$237,723.74 with K-F Group, Inc. for professional services.

SUMMARY: This Supplemental Agreement will provide the services necessary for the preparation of design plans and construction bid documents for replacement of the Royal Palm Beach Boulevard bridge over the M Canal, and intersection improvements at 60th Street and Royal Palm Beach Boulevard.

District 6 (PK)

Background and Justification: On August 16, 2005, the Board of County Commissioners (Board) approved an Agreement R2005-1455 with K-F Group, Inc. (KFG) to provide professional services required to prepare design plans and construction bid documents for 60th Street from Royal Palm Beach Boulevard to Persimmon Boulevard North Extension and Persimmon Boulevard North Extension from 110th Avenue North to 60th Street (Project). Palm Beach County now desires KFG to prepare design plans and construction bid documents for replacement of the Royal Palm Beach Boulevard bridge over the M Canal, and intersection improvements at 60th Street and Royal Palm Beach Boulevard 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 96.41% 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)	\$217,741.74	(Roadway Design Plans, Signing and Pavement Marking, Bridge Design).
Reimbursable Expenses (Not to Exceed)....	\$ 19,982.00	(Survey, Geotechnical, Permit Fees, Printing).
Total:	<u>\$237,723.74</u>	

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

=====

Recommended by:	<u><i>Ornella A. Fernandez</i></u>	<u>9/29/08</u>
	Division Director	Date
Approved By:	<u><i>S. T. Webb</i></u>	<u>9/30/08</u>
	County Engineer	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$297,199	-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	\$297,199	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)					

Is Item Included in Current Budget? Yes X No .
 Budget Acct No.: Fund 3503 Dept. 361 Unit 1116 Object 6505
 Program

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

Transportation Improvement Fund
 60th St/RPB Blvd to Persimmon N Ext & Persimmon N Ext/110th Ave to
 60th St

Basic Services	\$217,741.74
Reimbursables	\$ 19,982.00
Consultant Authorization	\$237,723.74
Contingency	\$ 11,900.26
Staff Costs-Roadway	\$ 23,775.00
-ROW	\$ 5,950.00
-Eng. Services	\$ 5,950.00
-Traffic	\$ 11,900.00
Fiscal Impact	\$297,199.00

C. Departmental Fiscal Review: *Auff*

III. REVIEW COMMENTS

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

abrellhite 10.2.08 *Dr J. August 10/2/08*
 OFMB (NO TEXT) SW CN 9/30/08
 Contract Dev. and Control 2. Form 10/2/08

B. Approved as to Form and Legal Sufficiency:

Paul F. 10/3/08
 Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

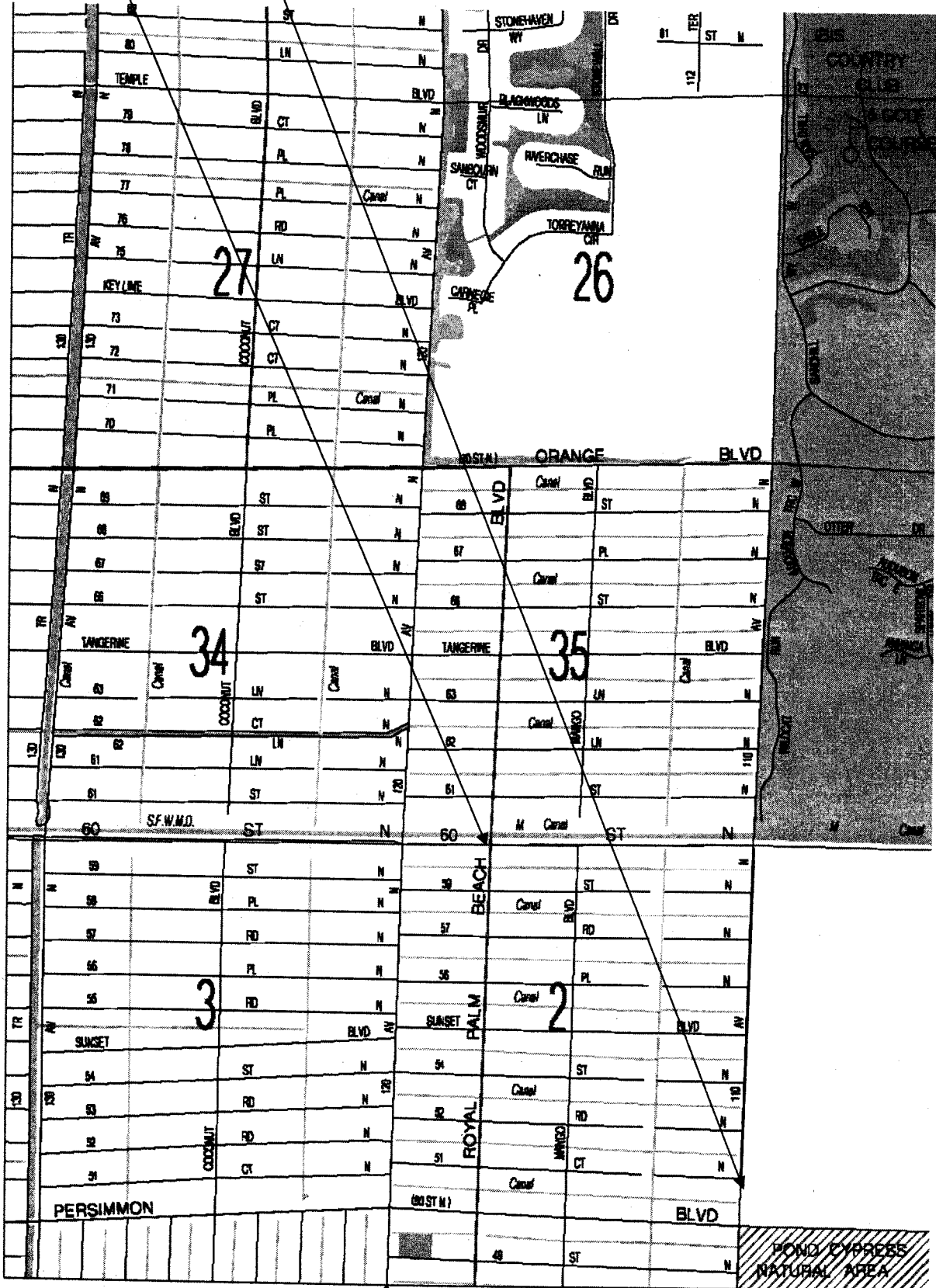
 Department Director

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

LOCATION MAP

**60th Street from Royal Palm Beach Blvd. to Persimmon Blvd. N. Ext.
and Persimmon Blvd. N. Ext. from 110th Avenue N. to 60th Street**

PROJECT NO. 2004507



ATTACHMENT 2

SUPPLEMENTAL AGREEMENT BETWEEN

**PALM BEACH COUNTY
AND
K-F GROUP, INC.**

FOR PROFESSIONAL ENGINEERING SERVICES ON

**60TH STREET FROM ROYAL PALM BEACH BOULEVARD
TO PERSIMMON BOULEVARD N. EXT. AND PERSIMMON BOULEVARD N. EXT.
FROM 110TH AVENUE N. TO 60TH STREET**

**PROJECT NO.: 2004507
PALM BEACH COUNTY, FLORIDA**

THIS SUPPLEMENTAL AGREEMENT No. 1, made and entered into this day of _____ 2008 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 August 16, 2005 (R2005-1455), to provide professional engineering services for the design of 60th Street from Royal Palm Beach Boulevard to Persimmon Boulevard N. Ext. and Persimmon Boulevard N. Ext. from 110th Avenue N. to 60th Street, Palm Beach County, Florida (hereinafter PROJECT); and.

WHEREAS, the COUNTY now desires for the CONSULTANT to prepare design plans and construction bid documents for replacement of the Royal Palm Beach Boulevard bridge over the M Canal, and intersection improvements at 60th Street and Royal Palm Beach Boulevard for the PROJECT; and

**RE: 60TH STREET FROM ROYAL PALM BEACH BOULEVARD TO PERSIMMON
BOULEVARD N. EXT. AND PERSIMMON BOULEVARD N. EXT. FROM 110TH AVENUE N.
TO 60TH STREET
Project No. 2004507**

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 **\$217,741.74**;

Reimbursable Services (Not to Exceed) **\$19,982.00**

Totaling **\$237,723.74**

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 sub-consultants Letter of Intent to perform as an SBE as described in Exhibit "D" of the Authorization.
5. The **COUNTY** agrees to pay the **CONSULTANT** a fee of Two Hundred Thirty-Seven Thousand Seven Hundred Twenty-three Dollars and Seventy-Four Cents (**\$237,723.74**).
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 **August 16, 2005 (R2005-1455)**, and;

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

RE: 60TH STREET FROM ROYAL PALM BEACH BOULEVARD TO PERSIMMON BOULEVARD N. EXT. AND PERSIMMON BOULEVARD N. EXT. FROM 110TH AVENUE N. TO 60TH STREET
Project No. 2004507

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

BOARD OF COUNTY COMMISSIONERS

BY: _____
Addie L. Greene, Chairperson

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

BY: _____
Deputy Clerk

SEAL

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: *[Signature]*
Department Head

**APPROVED AS TO FORM & LEGAL
SUFFICIENCY:**

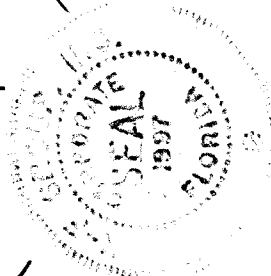
County Attorney

CONSULTANT:

K-F Group, Inc.
a Florida Corporation

BY: *[Signature]*
Hian C. Kor, P.E., President

CORPORATE SEAL



WITNESS:

BY: *[Signature]*

HERBERT L. FLEISCHMAN
(Printed Name)

BY: *[Signature]*

Quidia Maldonado
(Printed Name)

EXHIBIT "A"

EXHIBIT "A"

**60th STREET N. – 120th Ave. N. to Royal Palm Beach Blvd.
and
ROYAL PALM BEACH BLVD. – Approximately 1500 ft. South and North of 60th St. N.**

Palm Beach County Project No. 2004507

SCOPE OF WORK

K-F GROUP, INC. will be providing professional engineering services in connection with the preparation of design plans for 60th STREET N. from 120th Ave.N. to Royal Palm Beach Blvd. and ROYAL PALM BEACH BLVD. from approximately 1500 feet South and North of 60th Street N. K-F GROUP, INC. shall provide to Palm Beach County (COUNTY) the following professional services:

- **Construction Plans :**

60th STREET N.: Prepare construction drawings based on the 3-lane expandable to 5-lane approved I.T.I.D. typical section utilizing the 40 foot I.T.I.D. easement adjacent to the 80 foot easement on the south side. The lanes west of Royal Palm Beach Blvd. will align with the expanded section to the east. The lanes will then transition to two lanes within the 80 foot right-of-way west of Royal Palm Beach Boulevard.

ROYAL PALM BEACH BLVD. : The alignment on Royal Palm Beach Blvd. is controlled by the existing bridge and the right-of-way at the M-Canal. In order to maintain traffic over the M-Canal the existing bridge will have to be kept in operation while a new bridge is constructed on the east side. The total right-of-way at the M-Canal is 120 feet with 64 feet being on the west side of the centerline of Royal Palm Beach Blvd. and 56 feet on the east side.

Offset transitions between the new bridge alignment and the existing pavement will be accomplished by straight line transitions with a 2 degree break for 40 MPH. The transitions will begin at the approach slabs of the bridge. The NB to WB left turn lane will have 280 feet of storage. The SB to EB left turn lane will have 410 feet of storage. The roadway then transitions from the 3-lane section back to the existing 2-lane section south and north of 60th Street N.

The drawings will be prepared on aerial raster sheets at a scale of 1"=40 feet for plan and profile sheets and 1"=400' for drainage maps using 11"x17" sheet size. Plans may include but not limited to, typical sections, horizontal and vertical geometrics, drainage, earthwork, details, summary of quantities and cost estimates. No Drainage Structures Tabulation Sheets or Drainage Structure Sheets will be prepared for this project. Construction plans, specifications and special provisions will be prepared in accordance with the latest standards adopted by the governing agencies.

EXHIBIT "A" continued

- **Signing and Pavement Marking Plans :**
Prepare Signing and Pavement Marking Plans prepared at 1"=40 feet (11'x17"), including summary of quantities and cost estimates. The plans shall be assembled separately from the roadway plans.
- **Permitting :** Coordinate and prepare all necessary permit calculations and drawings as required by the governing regulatory agencies. Sketches and submittal packages will be done in accordance with the requirements of the appropriate agency. Permit fees will be paid by the CONSULTANT on a reimbursable basis.
- **Schedule :** K-F GROUP, INC. shall perform the required services for review and approval by the COUNTY and complete the required services as specified in Exhibit "B".
- **Electronic File :** Submit an electronic file of all information at the completion of the project in a compatible format. Final submittal shall be per Palm Beach County Thoroughfare Road Design Procedures dated February 2006.

The COUNTY shall furnish the following :

- All information necessary for design purposes, including reports, as-built construction plans and master/site plans.
- All title work for the project lands and easements and for all lands contiguous with the project lands and development orders. The title search information shall be furnished after written request by the consultant.
- All information in COUNTY records required to complete the design.
- Traffic Signalization Plans and Specifications.
- Aerial base maps in G.I.S. digital orthophoto raster sheet format.



K-F GROUP, INC.
CONSULTING ENGINEERS

August 8, 2008

Ms. Kathleen O. Farrell, P.E., Project Engineer
Palm Beach County Roadway Production
2300 Jog Road, 3rd Floor West
West Palm Beach, FL 33411

RE: ROYAL PALM BEACH BLVD. – 1500 ft. N. & S. of 60th Street N.
60th STREET N.– Royal Palm Beach blvd. to 120th Avenue
Palm Beach County Project No. 2004507

Dear Ms. Farrell,

Enclosed please find a Fee Proposal for the above referenced project.

The following is a breakdown of the fee:

BASE FEE

K-F Group, Inc.	\$ 157,421.74
Alan Gerwig & Assoc.(Bridge Design)	\$ 60,320.00
TOTAL BASE FEE	\$ 217,741.74

REIMBURSABLE

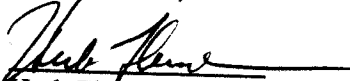
K-F Group, Inc.	\$ 6,656.00
Alan Gerwig & Assoc.	\$ 1,200.00
Brown & Phillips, Inc.	\$ 3,616.00
Dunkelberger E & T, Inc.	\$ 8,510.00
TOTAL REIMBURSABLE	\$ 19,982.00

TOTAL PROJECT FEE **\$ 237,723.74**

If you have any questions, please don't hesitate in calling us a 640-4567. Thank you.

Sincerely,

K-F GROUP, INC.


Herb Fleischman
Principal

Enclosure

cc: Omelio Fernandez, P.E., Director, Engineering/Public Works Operations
Morton Rose, P.E., Five Year Road Program Manager
Dave Young, P.E., Special Project Manager

K- F GROUP, INC.

LUMP SUM FEE QUOTATION PROPOSAL

Description: FINAL DESIGN

Royal Palm Beach Blvd - 1500 ft. N. & S. of 60th St.N.
80th St.N. from Royal Palm Beach Blvd. to 120th Ave.

Project No. 2004507

Project Name: ACREAGE ACCESS ROAD & 60th Street N.

No. / Activity	PROJECT MANAGER		SR. PROJECT ENGINEER		PROJECT ENGINEER		SR. CADD/ TECH		Basic Activity Dollar Amount	Manhours By Activity	Average Hourly Rate	Basic x Multiplier
	Man Hour	Hourly Rate	Man Hour	Hourly Rate	Man Hour	Hourly Rate	Man Hour	Hourly Rate				
ROADWAY DESIGN-RPB Blvd./60 St. N.	248	\$41.00	476	\$44.00	186	\$33.00	433	\$22.50	\$46,992.60	1343	\$34.99	\$136,960.24
SIGNING & PAVEMENT MARKING	20	\$41.00	67	\$44.00	38	\$33.00	89	\$22.50	\$7,024.50	214	\$32.82	\$20,471.60
TOTAL MANHOURS	268		543		224		522		\$64,017.00	1657		\$157,421.74

\$10,988 \$23,892 \$7,392 \$11,745

TOTAL LUMP SUM FEE COMPUTATION

FEE SUBTOTAL RAW LABOR \$54,017.00

Multiplier = 2.9143 \$157,421.74

K-F Group, Inc. ✓ \$157,421.74

BASE FEE (LUMP SUM)

K-F Group, Inc. ✓ \$157,421.74

Alan Gerwig & Assoc.(Bridge Design) ✓ \$60,320.00

Total Base Fee (Lump Sum) ✓ \$217,741.74

REIMBURSABLE

K-F Group (Printing) 11"x17"=5,520x.30 = \$1,656.00
 K-F Group (Permit Fees) = \$5,000.00
 Alan Gerwig & Assoc.(Printing) = \$200.00
 Alan Gerwig & Assoc.(Permit Fees) = \$1,000.00
 Total Reimbursable \$7,856.00

REIMBURSABLE

K-F Group, Inc. ✓ \$6,656.00
 Alan Gerwig & Assoc. ✓ \$1,200.00
 Brown & Phillips, Inc. ✓ \$3,616.00
 Dunkelberger E & T, Inc. ✓ \$8,610.00
 Total Reimbursable ✓ \$19,982.00

TOTAL PROJECT FEE ✓ \$237,723.74

PREPARED BY: Herb Fleischman

Date:05-08
 Rev. 08-08-08

K-F GROUP, INC.

PROJECT NUMBER 2004507

DESCRIPTION: FINAL DESIGN
Royal Palm Beach Blvd.- 1500 ft. N. & S. of 60th St.N.
60th St.N. from Royal Palm Beach Blvd. to 120th Ave.

ACREAGE ACCESS ROAD & 60th STREET N.

ITEM	SHEET/ EA.	PROJECT MANAGER	SR. DESIGNER	DESIGNER	CADD/ TECH.	TOTALS	REMARKS
ROADWAY DESIGN							
Master Plan 1"=40' Scale (Roll)	3	110	20	0	20	150	
Key Sheet	1	0	1	0	1	2	Revise Limits
Drainage Maps	1	2	4	0	6	12	Add Additional Data
Typical Sections w/ Details	3 ea	4	6	6	12	28	
Summary of Quantities Sheet w/Comp.Bk.	1	2	22	6	12	42	
Summary of Drainage Structures	0	0	0	0	0	0	NIC
Plan & Profile 1"=40' Scale 11"x17"	8	16	60	44	120	240	
Special Plan/Profile	0	0	0	0	0	0	
Profile Grade Design	2	4	20	12	4	40	Transitions, Vert. Curves
Utility Conflict Resolutions	4	4	4	0	8	16	
Utility Coordination Meetings	0	0	0	0	0	0	
Erosion Control Plan (SWPPP)	25	4	12	8	26	50	Includes Acreage Road
MOT Plans	0	0	0	0	0	0	NIC
Culvert Extension ITID	3	4	20	12	24	60	3 Structures

PREPARED BY: Herb Fleischman

Date: 4-4-08 Rev. 08-04-08

K-F GROUP, INC.

PROJECT NUMBER 2004507

DESCRIPTION: FINAL DESIGN

Royal Palm Beach Blvd.- 1500 ft. N. & S. of 60th St.N.
60th St.N. from Royal Palm Beach Blvd. to 120th Ave.

ACREAGE ACCESS ROAD & 60th STREET N.

ITEM	SHEET/ EA.	PROJECT MANAGER	SR. DESIGNER	DESIGNER	CADD/ TECH	TOTALS	REMARKS
ROADWAY DESIGN (cont.)							
Drainage Structures(Proposed Information)	28	4	16	10	20	50	28 Structures
Drainage Design/Dr.Comp. Book	1	10	70	40	50	170	(2) Ponds&Siting Report
Drainage Details/Special Design-Outfall	1	2	12	0	10	24	ITID
Intersecting Street Layout (Major)	1	2	10	0	8	20	RPB Blvd. & 60th St.
Intersecting Street Layout (Minor)	2	2	6	0	8	16	59th St., 61st St.
Driveway Connections	22	2	24	0	18	44	
Roadway Cross Sections	44	8	50	28	68	154	
Superelevation Details-Design	0	0	0	0	0	0	
Meetings (County / Reviews) Progress	8	32	32	0	0	64	
Roadway Soil Survey Layout-1"=40' scale	1	0	18	0	6	24	
Permitting-SFWMD, ITID		10	43	20	12	85	Applications, Sketches
Field Review	2	8	8	0	0	16	
Survey, Environ. Support/Coordination		0	0	0	0	0	
Coordination Mtgs.w/ Agencies		10	10	0	0	20	
Cost Estimates		8	8	0	0	16	
SUBTOTAL		248	476	186	433	1343	

PREPARED BY: Herb Fleischman

Date: 4/4/08 Rev. 08-04-08

K-F GROUP, INC.

PROJECT NUMBER 2004507

DESCRIPTION: FINAL DESIGN

Royal Palm Beach Blvd. - 1500 ft. N. & S. of 60th St.N.

60th St.N. from Royal Palm Beach Blvd. to 120th Ave.

ACREAGE ACCESS ROAD & 60th STREET N.

ITEM	SHEET/ EA.	PROJECT MANAGER	SR. DESIGNER	DESIGNER	CADD/ TECH.	TOTALS	REMARKS
SIGNING/PAVEMENT MARKINGS							
Title/Key Sheet	1	0	1	0	1	2	
Typical Sections	0	0	0	0	0	0	
Summary Pavement Marking/Signing	2	4	10	10	12	36	
Interconnect Plans	8	0	4	0	12	16	on Roadway Plans
Pavement Marking/Signing Plan	8	16	52	28	64	160	1"=40' scale
SUBTOTAL		20	67	38	89	214	
ROADWAY DESIGN		248	476	186	433	1343	
PROJECT SUBTOTAL		268	543	224	522	1557	
SUPERVISION/QCQA		0	0	0	0	0	5.00%
PROJECT TOTAL		268	543	224	522	1557	

PREPARED BY: Herb Fleischman

Date: 4/4/08 Rev. 08-04-08

Alan Gerwig & Associates, Inc.

May 12, 2008

SCOPE OF SERVICES

Royal Palm Beach Blvd. over the M Canal

The following is a scope of service to prepare bridge construction plans to replace the existing two lane concrete and steel bridge over the M Canal. The geometry will be dictated by the roadway approaches (plans prepared by K-F Group), will be designed to meet the ultimate roadway section and the minimum low member elevation.

A. Structural Design Services

Structural design services include the design of a bridge replacement for the existing three span concrete bridge over the M Canal. The bridge typical section will be the approved ultimate typical section and will have an estimated overall span length of 35'. Embankment stabilization will include articulating pre-cast concrete revetment or rubble riprap meeting the jurisdictional drainage district specifications. The design will be in accordance with the latest AASHTO LRFD design specifications and HL 93 loading. Plans will be submitted for review at 35%, 65%, 96%, 100% and final phases. Estimate of construction costs will be prepared at the 96% phase and the final phase (100%) submittals.

The design will accommodate a phasing scenario that will permit the existing two lane bridge to maintain traffic during construction. Phase I of the new bridge will be constructed between the existing bridge and the east right-of-way as a minimal 2-lane structure with the outside traffic railing designed for a future sidewalk. A portion of the existing bridge can then be removed keeping a minimum of 5 feet for a pedestrian pathway. The remainder of the new bridge can then be constructed as a 3-lane section in Phase II. Phase III would be the removal of the remainder of the existing bridge. The bridge section aligns with the ultimate 115 foot expanded intersection for an 80 foot right-of-way. The preparation of maintenance of traffic plans will be the responsibility of the Contractor and will not be included in this scope of service.

B. Signing and Marking Plans

The signing and marking plans will be part of the roadway plan set prepared by K-F Group, Inc.

C. Survey

1. Design Survey

Brown & Phillips will provide the design survey services for the design effort. A traverse will be run through the site and all found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control (NAD 83/90 Adjustment). We will obtain the sectional and geodetic control information from the Palm Beach County Survey Dept. A level run will be performed onsite using the

Alan Gerwig & Associates, Inc.

May 12, 2008

existing Palm Beach County benchmarks (NGVD 1988). At least two bench marks will be set onsite. Topographic survey will be performed in the area. This survey will tie in all visible features such as, but not limited to, signs, light poles, guardrails, bridge piers, water hazards and details of bridge. Five (5) cross sections and sounding along the existing M-Canal will be taken.

D. Geotechnical Engineering Services

Subsurface soils investigations will be performed to support the design efforts of this project. These services will include the subsurface exploration with two 100' deep engineering borings (one on each side of the canal). 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 158). Upon their completion, the borings will be gout 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 end bent and intermediate bent (if any) piles. Output from the computer program will be presented graphically as curves of driven pile capacity versus depth

Samples of the subsurface materials will be tested for the FDOT corrosion parameters and for grain size distribution.

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.

E. Fee Summary

Bridge Design	\$60,320.00
Design Survey	\$3,616.00
Geotechnical Services	\$8,510.00
Reprographics	\$200.00
Reimbursable Expenses (Permit Fees)	\$1,000.00
Total	\$73,646.00

FINANCIAL MANAGEMENT PLAN

Project Royal Palm Beach Blvd Bridge over M-Canal
 Project No. _____
 PM _____

Date 12-May-08

Task Outline		TOTALS	Estimated Labor												
			Principal	Project Manager	Senior Eng	Design Eng	Engineer I/II	CADD Tech	Clerical	Researcher	Name	Name	Name		
1	Notes and Quantities Sheet	\$1,960.00		2	8					8					
2	Plan & Elevation	\$7,480.00		8	24					40					
3		\$0.00													
4	Foundation Layout Plan	\$6,920.00		2	40					20					
5	End Bent 1 & 2 Design & Drafting	\$9,520.00		2	48					40					
6	End Bent Details	\$4,420.00		2	20					20					
7	Canal Stabilization	\$2,530.00		2	10					12					
8	Superstructure Plan	\$5,600.00		2	32					16					
9	Superstructure Details / Beams	\$8,240.00		2	48					24					
10	Miscellaneous Details and Sections	\$5,240.00		2	24					24					
11	Standard Indexes	\$1,230.00		2	6					2					
12	Soil Boring Log	\$490.00		1	2					1					
13	Bill of Reinforcement	\$3,530.00		2	18					12					
14	Coord Meetings w/ PB CO & subs	\$3,160.00		12	8					3					
TOTAL HOURS		551.00	0	41	288	0	0	222	0	0	0	0	0	0	0
BILLING RATE		\$200.00	\$180.00	\$125.00	\$110.00	\$105.00	\$80.00	55.00	80.00	0.00	0.00	0.00	0.00	0.00	0.00
TOTAL DOLLARS		\$60,320.00	\$0.00	\$6,560.00	\$36,000.00	\$0.00	\$0.00	\$17,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subcontractors			Cost		Notes										
Surveyor			3,616.00												
Geotechnical Engineer			8,510.00												
Landscape Architect															
Total Subcontracts			\$ 12,126.00												
Material Dollars					Summary										
Supplies, Printing, Copies, Etc.			\$ 200.00		Total Hours <u>551</u> Total Labor Dollars <u>\$60,320.00</u> Material Dollars <u>\$200.00</u> Miscellaneous Dollars <u>\$1,000.00</u> Subcontractors <u>\$12,126.00</u> Total Project <u>\$73,646.00</u>										
Miscellaneous Dollars															
Permit Fees			\$ 1,000.00												
Distribution															
<input type="checkbox"/> Accounting <input type="checkbox"/> Project Notebook <input type="checkbox"/> Other _____															

18
72
0
82
90
42
24
50
74
50
10
4
32
23



August 6, 2008

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

RE: Royal Palm Beach Blvd. Bridge over M-Canal

Dear Mr. Gerwig:

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. HORIZONTAL PROJECT NETWORK CONTROL

A traverse will be run through the site and all found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control (NAD 83/90 Adjustment). We will obtain the sectional and geodetic control information from the Palm Beach County Survey Dept.

II. VERTICAL PROJECT NETWORK CONTROL

A level run will be performed onsite using the existing Palm Beach County benchmarks (NGVD 1988). At least two benchmarks will be set onsite.

III. TOPOGRAPHY

A topographic survey will be performed in the area as shown on Attachment 'B'. This survey will tie in all visible features such as, but not limited to, signs, light poles, guardrails, bridge piers, water hazards and details of the bridge.

IV. CANAL CROSS SECTIONS

We will take five (5) cross sections and soundings along the existing M-Canal, as shown on Attachment 'B'. The sections will go from the south right of way of 60th Street to 10' past the north right of way of the M-Canal. We will prepare a drawing of the canal sections with plan (1" = 20') and profiles (1" = 10') views.

Gerwig
August 6, 2008
Page 2

V. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide Alan Gerwig & Associates 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 \$3,616.00 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 _____, 2008.

Alan Gerwig & Associates

By: _____

Print Name: _____

ATTACHMENT 'A'

Royal Palm Beach Blvd. Bridge over M-Canal

Brown & Phillips, Inc. Project No:

Description: Canal Crossings

Size:

Date of Proposal: August 6, 2008

TASK	3 MAN FIELD	CADD TECH	SURVEY TECH	PLS	COMMENTS
Horizontal Project Control Network	3		1	1	Set traverse points at convenient locations
Vertical Project Control Network	2		0.5		Establish onsite benchmarks
Bridge and Surrounding Topo	9		1		Detail bridge
Canal Cross Sections	6		1		5 cross sections
Drawing		7	1	2	Prepare survey drawing plan & profile
Total Hours	20	7	4.5	3	
Rate/Hour	\$125.00	\$66.00	\$70.00	\$113.00	
Sub-total	\$2,500.00	\$462.00	\$315.00	\$339.00	
Total Price	\$3,616.00 ✓				

DUNKELBERGER
engineering & testing, inc.

Alan Gerwig & Associates, Inc.
12798 W. Forest Hill Boulevard
Suite 204
Wellington, Florida 33414

May 5, 2008
Project No. WPB-08-7277

Attention: Mr. Alan Gerwig, P.E.

Subject: *Geotechnical Services Proposal*
Royal Palm Beach Boulevard Bridge
Over the M Canal
Royal Palm Beach, 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. (Dunkelberger) is pleased to submit this proposal to perform a subsurface study in connection with the Royal Palm Beach Boulevard vehicular bridge that is to be built over the M 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 have an overall width of 120± feet and six travel lanes. Currently, the bridge is planned to be a single-span structure, but this may be modified during the design process. 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 100 tons. Eighteen inch square PPC piles are expected to be utilized for the foundation piling.

SCOPE OF WORK

Subsurface conditions at the bridge location will be explored with two 100-foot deep engineering borings (one on each side of the canal). 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

Alan Gervig & Associates, Inc.
Project No. WPB-08-7277
May 5, 2008

Page 2

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 end bent and intermediate bent (if any) piles. Output from the computer program will be presented graphically as curves of driven pile capacity versus depth.

Samples of the subsurface materials will be tested for the Florida Department of Transportation corrosion parameters and for grain size distribution.

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.

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 three days. The report of the subsurface study will be submitted to you about two weeks 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 ~~\$8,510.00~~ ^{\$8,510.00}. A breakdown of the fee is given in Attachment 1. The unit rates shown therein are consistent with our current continuing services contract with Palm Beach County.

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 Dunklberger 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 Dunklberger in the collection of any unpaid invoices, including the actual attorneys' fees and costs charged by our legal counsel.

DUNKLBERGER

Alan Gerwig & Associates, Inc.
Project No. WPB-08-7277
May 5, 2008

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.

cOo

Dunkelberger 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.

Jaime Velez
Jaime Velez
Project Engineer

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

7277 FF RFB over M Contract

Attachments: 1 - Fee Breakdown
2 - General Conditions

cc: Addressee (1) ... via email and (2).....via U.S. Mail

Accepted this _____ day of _____, 2008.

Company

Signature

Name and Title

DUNKELBERGER

FEE BREAKDOWN
Geotechnical Services Proposal
Royal Palm Beach Boulevard Bridge
Over the M Canal
Royal Palm Beach, 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' - 100 feet @ \$12.00/foot	1,200.00
D. Grout Seal Borings:	
0' to 50' - 100 feet @ \$4.00/foot	400.00
50' to 100' - 100 feet @ \$5.00/foot	500.00
E. Borehole Logging:	
Senior Engineering Technician, 16 hours @ \$60.00/hour	960.00
Subtotal I	\$ 4,940.00

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
C. Grain Size Distribution: 3 tests @ \$65.00/test	195.00
Subtotal II	\$ 500.00

III. ENGINEERING EVALUATION & REPORTING

A. Senior Geotechnical Engineer: 8 hours @ \$105.00/hour	\$ 840.00
B. Engineer, P.E.: 20 hours @ \$90.00/hour	1,800.00
C. CADD Operator: 5 hours @ \$50.00/hour	250.00
D. Engineering Technician: 4 hours @ \$45.00/hour	180.00
Subtotal III	\$ 3,070.00

TOTAL - ROYAL PALMBEACH BOULEVARD OVER M CANAL \$ 8,510.00

Project No. WPB-08-7277

Attachment 2

GENERAL CONDITIONS
"Dunkelberger Engineering & Testing, Inc. (DUNKELBERGER) and Client Agreement"

- 1. Payment Terms:** Invoices are due and payable upon receipt. Invoices not paid within 30 days of date rendered 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 DUNKELBERGER stopping work until such invoices rendered are paid in full. Invoices not paid within 90 days of the date rendered will be referred for collection. Client will be responsible for all expenses incurred by DUNKELBERGER in the collection of any unpaid invoice, including the actual attorney's fees and costs charged by our legal counsel.
- 2. Insurance:** DUNKELBERGER maintains Workers' Compensation and Employer's Liability Insurance in accordance with applicable State law. In addition, DUNKELBERGER maintains Professional Liability Insurance with Limits of \$4,000,000 each claim, \$4,000,000 aggregate; General Liability Insurance with Limits of \$1,000,000 each occurrence, \$2,000,000 aggregate; Automobile Liability Insurance with a Limit of \$1,000,000 each occurrence and Commercial Umbrella Excess Liability Insurance with Limits of \$1,000,000 each occurrence, \$3,000,000 aggregate. A certificate of insurance can be supplied evidencing such coverage, upon request.
- 3. Access to Site:** Client will arrange and provide such access to the site as is necessary for DUNKELBERGER to perform the work. DUNKELBERGER shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, DUNKELBERGER has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires DUNKELBERGER to restore the site to its former condition, upon written request DUNKELBERGER will perform such additional work as is necessary to do so and Client agrees to pay to DUNKELBERGER the cost thereof.
- 4. Damage to existing man-made objects:** Unless DUNKELBERGER has assumed in writing the responsibility of locating subsurface or latent conditions, Client agrees to indemnify and save DUNKELBERGER harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to DUNKELBERGER's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to DUNKELBERGER by Client.
- 5a. Warranty:** DUNKELBERGER's services will be performed, its findings obtained, and its reports prepared in accordance with its proposal, Client's acceptance thereof, these General Conditions, and with generally accepted principles and practices. In performing its professional services, DUNKELBERGER will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations, either expressed or implied.
- 5b. Risk Allocation:** Should DUNKELBERGER or any of its professional employees be found to have been negligent in the performing of professional services or work or to have made and breached any expressed or implied warranty, representation or contract, Client, all parties claiming through Client, and all parties claiming to have in any way relied upon DUNKELBERGER's services or work agree that the maximum aggregate amount of the liability of DUNKELBERGER, its officers, employees, and agents shall be limited to \$50,000 or the total amount of the fee paid to DUNKELBERGER for its work performed with respect to the project, whichever amount is greater. Client expressly agrees that it has received consideration for this agreement to limit liability in the form of a lower contract price.

Client may, upon written request received within five days of Client's acceptance hereof, increase the limit of DUNKELBERGER's liability to \$500,000 or the amount of DUNKELBERGER's fee, whichever is the greater, by agreeing to pay DUNKELBERGER a sum equivalent to an additional amount of 5% of the total fee, or \$400, whichever is greater. This change is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved.
- 6. Indemnity:** Subject to the above limitations, DUNKELBERGER agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of DUNKELBERGER's negligence to the extent of DUNKELBERGER's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client shall bring any suit or claim against DUNKELBERGER, the Client shall pay to DUNKELBERGER the costs and expenses incurred by DUNKELBERGER to answer and defend it, including reasonable attorney's fees and court costs, to the extent that DUNKELBERGER shall prevail in such suit.
- 7. Governing Law:** This agreement shall be governed in all respects by the laws of the State of Florida.

EXHIBIT "B"

PROJECT TITLE/LIMITS: 60th Street – Royal Palm Beach Blvd. to Persimmon Blvd. N. Ext. & Persimmon Blvd. N. Ext. – 110th Avenue N. to 60th Street

PROJECT NUMBER: 2004507

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

Project: 60th Street – Royal Palm Beach Boulevard to Persimmon Boulevard N. Ext. and
Persimmon Boulevard N. Ext. from 110th Avenue N. to 60th Street
Project No.: 2004507

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.)

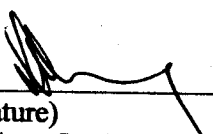
ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence 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) 9-16-08
(Date)

EXHIBIT "C"

09/06/2008

PARTICIPATION FOR MWBE/SBE CONSULTANTS

Supplement Number 1

Project Name: **60th St. Royal Palm Bch. Blvd. to Persimmon**

Project No.: **2004507**

Prime Consultant: **K-F Group, Inc.**

Prime Contact Person:

Telephone No.: **(561) 640-4567**

Resolution Date: **08/16/2005**

Res #: **R2005-1455**

Supplement date: **09/04/2008**

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	Structural (Bridge)	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	0.00	61,520.00
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	3,816.00	0.00	0.00	0.00	0.00
K-F Group, Inc. 5114 S OKEECHOBEE BLVD STE 110 WEST PALM BEACH, FL 33417 (561) 640-4567	Design	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	164,077.74	0.00	0.00
Total MWBE			0.00	0.00	0.00	0.00	
%							
Total SBE			3,816.00	0.00	164,077.74	0.00	61,520.00
%			1.52		69.02		25.27

Total Supplement Amount: **237,723.74**

EXHIBIT "D"

SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT

PROJECT NO. 2004507

PROJECT NAME: 60th Street from Royal Palm Beach Boulevard to Persimmon Boulevard N. Ext. & Persimmon Boulevard N. Ext. from 110th Avenue N. to 60th Street

TO: K-F Group, Inc.
(Name of Prime Consultant)

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

Small Business Enterprise (SBE) Minority Business Enterprise (M/WBE) _____
Black _____ Hispanic _____ Women _____ Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: 10/23/2006 to 10/23/2009

The undersigned is prepared to perform the following described work in connection with the above project and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

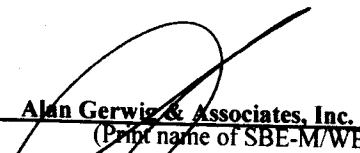
(Specify in detail particular work items or parts thereof to be performed)

Prepare bridge construction plans to replace the existing two lane concrete and steel bridge over the M Canal. The geometry will be dictated by the roadway approaches (plans prepared by K-F Group), will be designed to meet the ultimate roadway section and the minimum low member elevation.

SBE-M/WBE Participation 25.87 %

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the name of any such subcontractor must be stated _____

The undersigned subconsultant understands that the provision of this form to prime bidder does not prevent subconsultant from providing quotations to others.


Alan Gerwig & Associates, Inc.
(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

Alan Gerwig, President
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 9/15/08

SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT

PROJECT NO. 2004507

PROJECT NAME: 60th Street from Royal Palm Beach Boulevard to Persimmon Boulevard N. Ext. & Persimmon Boulevard N. Ext. from 110th Avenue N. to 60th Street

TO: K-F Group, Inc.
(Name of Prime Consultant)

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

Small Business Enterprise (SBE) Minority Business Enterprise (M/WBE) _____

Black Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.
(Specify in detail particular work items or parts thereof to be performed)

Survey services. Horizontal and vertical project network control. Topography. Canal Cross Sections. A drawing will be prepared which will show all the features located.

SBE-M/WBE Participation 1.52 %

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the name of any such subcontractor must be stated _____

The undersigned subconsultant understands that the provision of this form to prime bidder does not prevent subconsultant from providing quotations to others.

Brown & Phillips, Inc.
(Print name of SBE-M/WBE Subcontractor)

By: John E. Phillips
(Signature)

John E. Phillips III / President
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 9/15/08

SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE CONSULTANT/SUBCONSULTANT

PROJECT NO. 2004507

PROJECT NAME: 60th Steet from Royal Palm Beach Boulevard to Persimmon Boulevard N. Ext. & Persimmon Boulevard N. Ext. from 110th Avenue N. to 60th Street

TO: Palm Beach County
(Name of Prime Consultant)

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

Small Business Enterprise (SBE) Minority Business Enterprise (M/WBE) _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify)

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.
(Specify in detail particular work items or parts thereof to be performed)

Prepare design plans for 60th Street N. from 120th Avenue N. to Royal Palm Beach Boulevard and Royal Palm Beach Boulevard from approximately 1,500 feet south and north of 60th Street N.

SBE-M/WBE Participation 69.02 %

If undersigned intends to sub-subcontract any portion of this subcontract to a non-certified SBE subcontractor, the name of any such subcontractor must be stated _____

The undersigned subconsultant understands that the provision of this form to prime bidder does not prevent subconsultant from providing quotations to others.

K-F Group, Inc.
(Print name of SBE-M/WBE Subcontractor)

By: [Signature]
(Signature)

Hian C. Kor, President
(Print name/title of person executing on behalf of SBE-M/WBE Subconsultant)

Date: 9-16-08

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID #4
KFGRO-1

DATE (MM/DD/YYYY)
08/18/08

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 Okpechobee Blvd Suite 110
West Palm Beach FL 33417

INSURERS AFFORDING COVERAGE

INSURER A:	INSURER B:	INSURER C:	INSURER D:	INSURER E:	NAIC #
National Casualty Co.	Travelers Cas&Surety	Travelers Indemnity of America			25666

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.

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	I6808230L112TIA07	12/05/07	12/05/08	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1000000 MED EXP (Any one person) \$ 10000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMPROP AGG \$ 2000000
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	I6808230L112TIA07	12/05/07	12/05/08	COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
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 \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	IACRUB6417Y41307	12/05/07	12/05/08	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100000 E.L. DISEASE - EA EMPLOYEE \$ 100000 C.L. DISEASE - POLICY LIMIT \$ 500000
Professional Liabli \$10K RETENTION	ARO0002494	12/05/07	12/05/08	Aggregate \$ 1,000,000 Ech Claim \$ 1,000,000

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
C/O Roadway Production
Division
2300 N Jog Road Suite #3W-33
West Palm Beach FL 33411-2745

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

ACCEPTED AND REPRESENTATIVE
Henry Smith II

