

Agenda Item #: 3-C-26

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: November 18, 2008 Consent Regular
 Workshop Public Hearing
Department:
Submitted By: Engineering & Public Works Department
Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Supplemental Agreement No. 1 to Project Number 2004516 under contract R2006-0170 in the amount of \$120,362.53 with Kimley-Horn and Associates, Inc. for professional services.

SUMMARY: Approval of this Supplemental Agreement will provide the services necessary for an investigation into the addition of a westbound through lane at Military Trail and Haverhill Road for Belvedere Road from east of Jog Road to Military Trail.

Districts 2 and 6 (PK)

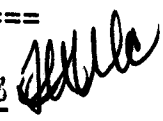
Background and Justification: On February 7, 2006, the Board of County Commissioners (Board) approved an Agreement R2006-0170 with Kimley-Horn and Associates, Inc. (KHA) to provide professional services required to prepare a feasibility study for Belvedere Road from east of Jog Road to Military Trail (Project). Palm Beach County now desires KHA to investigate the addition of a westbound through lane at Military Trail and Haverhill Road 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 Project was 20%. KHA has achieved 10.32% SBE participation for this supplement, and KHA's SBE participation to date for this Project, including this supplement, is 17.96% 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)	\$ 97,928.53	(Design Plans and Right-of-Way Acquisition).
Reimbursable Expenses (Not to Exceed)...	\$ 22,434.00	(Stakeout, Title Review, Appraisal Services and Parcel Takings).
Total:	<u>\$120,362.53</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: Donna A. Fernandez 10/15/08 
Division Director Date

Approved By: D. T. Webb 10/23/08
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	\$174,538	-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	\$174,538	-0-	-0-	-0-	-0-

ADDITIONAL FTE

POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No _____

Budget Acct No.: Fund 3502 Dept. 361 Unit 1113 Object 6505
Program

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

Road Impact Fee Fund - Zone 2
Belvedere Rd/E of Jog Rd to Military

Supplement #1 -Basic Services	\$ 97,928.53
-Reimbursables	\$ 22,434.00
Consultant Authorization	\$120,362.53
Contingency	\$ 6,020.47
Staff Costs-Roadway	\$ 24,075.00
-ROW	\$ 6,020.00
-Eng Services	\$ 6,020.00
-Traffic	\$ 12,040.00
Fiscal Impact	\$174,538.00

C. Departmental Fiscal Review: *[Signature]*

III. REVIEW COMMENTS

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

[Signature] 10.28.08
OFMB *[Initials]* 10/28
SJ 10/27/08
CN 10/23/08

[Signature] 10/29/08
Contract Dev. and Control
Genevieve 10/29/08

B. Approved as to Form and Legal Sufficiency:

This item complies with current
County policies.

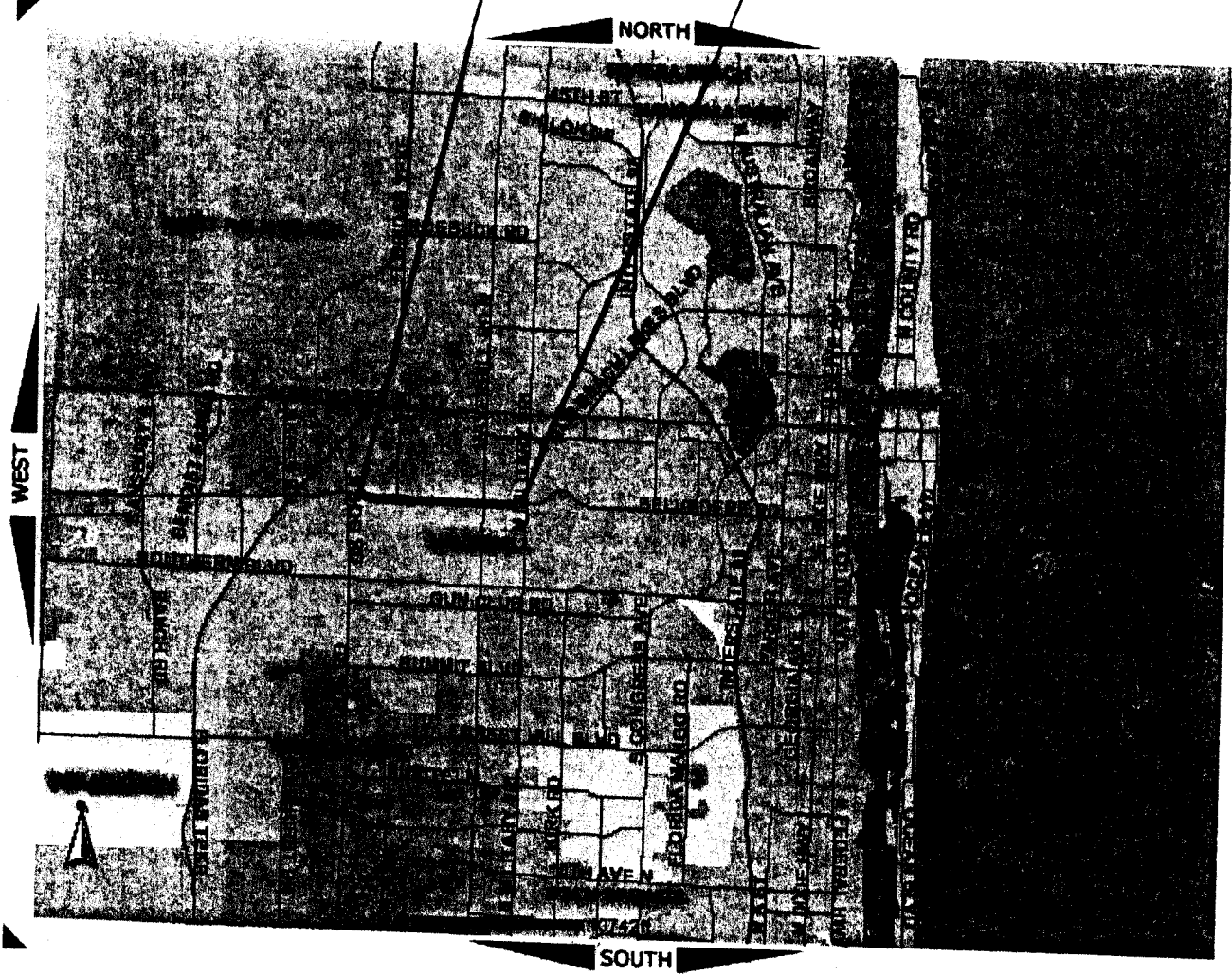
[Signature] 10/30/08
Assistant County Attorney

C. Other Department Review:

Department Director

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

LOCATION MAP
BELVEDERE ROAD, EAST OF JOG ROAD TO MILITARY TRAIL
PROJECT NO. 2004516



ATTACHMENT 2

SUPPLEMENTAL AGREEMENT BETWEEN

**PALM BEACH COUNTY
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

FOR PROFESSIONAL ENGINEERING SERVICES ON

**BELVEDERE ROAD
E. OF JOG ROAD TO MILITARY TRAIL**

**PROJECT #: 2004516
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, Kimley-Horn and Associates, Inc., a Florida Corporation with an address of 4431 Embarcadero Drive, West Palm Beach, Florida 33407, hereinafter CONSULTANT.

WITNESSETH

WHEREAS, the COUNTY and CONSULTANT entered into a Project Agreement dated February 7, 2006 (R2006-0170), to provide professional engineering services for the design of Belvedere Road from E. of Jog Road to Military Trail, Palm Beach County, Florida (hereinafter PROJECT); and.

WHEREAS, the COUNTY now desires for the CONSULTANT to investigate the addition of a westbound through lane at Military Trail and Haverhill Road for the PROJECT; and

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

**RE: Belvedere Road from E. of Jog Road to Military Trail
Project No. 2004516**

Basic Services in a lump sum fee of **\$97,928.53**;

Reimbursable Services (Not to Exceed) \$ 22,434.00;

Totaling \$120,362.53

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-consultant Letters 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 One Hundred Twenty Thousand Three Hundred Sixty-Two Dollars and Fifty-Three Cents (\$120,362.53).
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 **February 7, 2006 (R2006-0170)**, and;

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

**RE: Belvedere Road from E. of Jog Road to Military Trail
Project No. 2004516**

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:

**Kimley-Horn and Associates, Inc.
a Florida Corporation**

BOARD OF COUNTY COMMISSIONERS

BY: _____
Chair

BY: Charles L. Geer
Charles L. Geer, P.E.,
Senior Vice President

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

CORPORATE SEAL



BY: _____
Deputy Clerk

WITNESS:

BY: Sharda Dunne
NC

SEAL

SHARDA DUNNE
(Printed Name)

**APPROVED AS TO TERMS
AND CONDITIONS:**

BY: Ornela A. Fernandez
Department Head

BY: [Signature]

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

Lisa M. Hill
(Printed Name)

County Attorney

EXHIBIT "A"



Kimley-Horn
and Associates, Inc.

*Morton
Scope Fee okay
KFS 9/8/08*

1690 South Congress Avenue
Suite 100
Delray Beach, Florida
33445

*OK for
proceeding
MFR
9/9/08*

August 26, 2008

Ms. Kristine Frazell Smith, P.E.
Palm Beach County Engineering & Public Works Department
P.O. Box 21229
West Palm Beach, Florida 33416-1229

Re: **Belvedere Road Widening - West of Haverhill Road to East of Military Trail
Supplement 1
P.B.C. Project No. 2004516
KHA Project No.: 040256013**

Dear Kristine:

Pursuant to our discussions, please find enclosed our scope of work and person-hour estimate for additional services related to the above-referenced project. This supplement accommodates the master planning of intersection improvements to the intersections of Haverhill Road and Military Trail.

We propose to complete this scope of services, outlined in Exhibit "A", for the Lump Sum Fee of \$102,162.53 and an hourly not to exceed fee of \$18,200.00 equaling a total maximum limiting fee of \$120,362.53.

We appreciate the opportunity to present this revised proposal, and if you have any questions regarding this matter, please give me a call.

Very truly yours,

Michael F. Schwartz, P.E.
Senior Project Manager

Enc.
cc: Marwan Mufieh, P.E.

EXHIBIT 'A'

SCOPE OF CONSULTANT SERVICES
BELVEDERE ROAD WIDENING -
WEST OF HAVERHILL ROAD TO EAST OF MILITARY TRAIL
SUPPLEMENT NUMBER 1

PALM BEACH COUNTY PROJECT NO. 2004516
KIMLEY-HORN PROJECT NUMBER: 040256013

August 26, 2008

PROJECT DESCRIPTION

The Belvedere road project limits, as originally proposed, are from east of Jog Road to Military Trail. The project previously included the widening of Belvedere Road or segments of it from four lanes to six lanes. The Consultant has completed a corridor traffic study to recommend the scope and extent of the six lane widening and intersection improvements.

Based on this report, further analysis by Palm Beach County Traffic Division, and the May 15, 2008 meeting with Palm Beach County Roadway Production Department (attendees: Kristine Frazell-Smith, Morton Rose and Omelio Fernandez) the County wants to investigate the addition of a westbound through lane at Military Trail and Haverhill Road. The project will include the conversion of the existing westbound right turn lane at Military Trail to a through lane and the construction of a new westbound right turn lane to Military Trail and Haverhill Road.

The Consultant shall prepare master plans in accordance with the Palm Beach County (PBC) Thoroughfare and Roadway Design Procedures, 2006. The plan limits will be from 1300 feet west of Haverhill Road to 800 feet east of Military Trail for a total length of approximately 1 mile. The plans shall be prepared for the purposes of analyzing the effects of the project improvements on the natural and physical environments, and shall be of adequate detail to develop reasonable construction costs estimates. Elements of work shall include:

I. Master Planning Services

- A. Master Plan Options
- B. Typical section development
- C. Final Master plan preparation
- D. Preliminary drainage study

II. Right of Way Team Services

- A. Survey stakeout of right-of-way acquisition and title report review
- B. Select review of right-of-way acquisition costs
- C. Environmental evaluation
- D. Review of signalization and lighting impacts
- E. Opinion of probable cost

III. Optional Services

A. Miscellaneous design survey

BASIS OF SCOPE OF SERVICES

- Topographic survey will not be provided as part of this scope of work. Determination of right-of-way impacts resulting from grading will be based on the existing as-builts of the roadway provided by Palm Beach County. The design survey will be provided as part of the design phase scope of work.
- Geotechnical services are not required for this scope of work and will be provided during the design phase. Consultant will utilize conductivity rates necessary for exfiltration trench calculations from previous SFWMD permits issued for the construction within the corridor. Final conductivity rates will be obtained during the design phase.
- FDOT funding will not be utilized for any construction or right-of-way acquisition; therefore the Uniform Act is not applicable to the right-of-way acquisition within the corridor.
- Title work for the right-of-way analysis will be provided by the County.
- Public involvement is not required.
- Noise impact study is not required
- Traffic analysis has been completed and is not included in this scope of work.
- Does not include any improvements on Military Trail or Haverhill Road.
- Utility coordination is not included.
- It is assumed that a third westbound through lane can be added adjacent to the existing lanes without the need to reconstruct the roadway. Plans for complete roadway reconstruction are not anticipated.

SCOPE OF SERVICES

I. Master Planning Services

The services to be provided within the limits of the Scope of Services shall address items A through C listed in the Project Description in accordance with the Palm Beach County (PBC) Thoroughfare and Roadway Design Procedures, 2006 and the latest State criteria, as applicable and as expanded below.

A. MASTER PLAN OPTIONS

The Consultant will prepare master plan alternatives for the following:

- a. Construction of a single westbound through lane from Military Trail to approximately 1300 feet west of Haverhill Road to merge the third through lane.
- b. Construction of westbound through lanes with necessary transitions west of Military Trail and Haverhill Road to terminate the third through lane as a drop right turn.

The Consultant will prepare a preliminary master plan with geometric calculations and typical section for each option for review by the County. The plans will be presented in roll format at 40-scale on an aerial view.

B. TYPICAL SECTION DEVELOPMENT

- i. The Consultant will revise one (1) typical section for the option selected as part of Task A based on comments received from the County. The typical section will also depict the right-of-way required for construction.
- ii. The Consultant will also prepare one (1) typical section for Belvedere Road depicting the through lane and dedicated westbound right turn lane on Belvedere Road.
- iii. The typical sections will be submitted to PBC for approval before proceeding with the preparation of the master plan. The typical sections will serve as the basis for the development of the final master plan for the project limits.
- iv. Consultant will attend one (1) meeting with PBC to review the typical sections and prepare one (1) set of alternative typical sections based on the results of the meeting, if required.

C. FINAL MASTER PLAN PREPARATION

- i. The Consultant will develop a master plan for the project limits based on the approved typical section. The master plan will be prepared in accordance with the PBC Thoroughfare Design Procedures, latest editions of the Florida Department of Transportation (FDOT) Green Book, FDOT Plan Preparation Manual, Manual on Uniform Traffic Control Devices, and the Federal Highway Administration/AASHTO. The plan will depict the proposed geometric improvements required and right-of-way acquisition areas. The master plan will show the property boundaries of all neighboring adjacent properties within the acquisition areas based on the best available information provided by the County and the surveyor.
- ii. The Consultant will also review lane, shoulder and bike lane width criteria to minimize the right-of-way acquisition required.
- iii. The master plan shall be accurate, legible, complete and drawn to a legible scale and produced in a roll plan.
- iv. Geometric calculations will be provided with the master plan.
- v. The Consultant will attend one (1) meeting with PBC to discuss initial findings and approach and one (1) meeting to review the master plan. Consultant will also attend one (1) follow up meeting after the plan revisions are incorporated.
- vi. This scope of work also includes the preparation of the final report for submittal to the County and all revisions to report and master plan

PRELIMINARY DRAINAGE STUDY

- i. Consultant will prepare a preliminary drainage study as part of the overall study and will prepare preliminary layouts of the proposed roadway drainage systems, including stormwater treatment/attenuation analyses and corresponding outfall locations, corresponding to the typical Section and master plan.
- ii. The Consultant will review PBC development order conditions (provided by the County), Town of Haverhill drainage plans/analysis (provided by the County or the Town of Haverhill), existing SFWMD permits and existing LWDD permits (to be requested by the Consultant), past projects in the area including, the Haverhill Road Project, and improvements to canals in the vicinity for the impacted area as made available by agencies.
- iii. Consultant will coordinate with SFWMD and LWDD to determine treatment requirements for roadway stormwater runoff and to document their position on the previous improvements that did not meet requirements.
- iv. The preliminary drainage study will be prepared in conformance with South Florida Water Management District (SFWMD) and Lake Worth Drainage District (LWDD) criteria and will include all required documentation and associated calculations to ensure that all applicable drainage design criteria are met.

II. Right of Way Acquisition Services

A. SURVEY STAKEOUT OF RIGHT OF WAY ACQUISITION

- i. Consultant's surveyor (Brown and Phillips) shall provide a one (1) time staking of the existing and proposed right-of-way lines based on the approved master plan. This staking will be utilized by the Consultant's right-of-way team and the County to field review the physical impacts resulting from the proposed right-of-way acquisition. Consultant's surveyor will stake the right-of-way acquisition for each affected property within the corridor.
- ii. The Consultant's surveyor will review the title search report for the impacted properties as provided by the County and will plot applicable easements on the survey.

B. REVIEW OF SAMPLE RIGHT OF WAY ACQUISITION COSTS

- i. Consultant's right-of-way team will review the damages to a sampling of properties resulting from the proposed acquisition, which consist of the following:
 - 1001 Military Trail (7-11)
 - 4655 Belvedere Road
 - 4855 Belvedere Road
 - 4885 Belvedere Road
 - 1063 Haverhill Road (Church)
 - 5119 Belvedere Road

The sampling of properties listed were selected based at the meeting with PBC on May 15, 2008 and based on review of the PBC Property Appraisers Website to determine properties that will be most impacted by the acquisitions. The remaining properties impacted will be evaluated based on the estimated costs attributed to the sample properties as a separate scope of work.

- ii. Evaluation of business damages consists of the following:
- The appraiser will provide Real Estate Appraisal services needed to evaluate all right-of-way and temporary construction easements necessary for the construction of this project for the parcels specified above.
 - The accountant will prepare estimates of the value of the two businesses impacted and potential business damages to the two businesses (7-11 store and one office business).
 - The planner will provide an evaluation of the planning & zoning impacts. This will determine zoning variance and setback impacts necessary as a result of acquisitions.
 - The traffic engineer will provide an impact analysis to determine clear site distance, parking, access and drive aisle impacts within the applicable parcels. This information will be coordinated with the appraiser and business damage consultant for evaluation of business impacts.
 - All of the above information will be coordinated and analyzed to prepare right-of-way acquisition estimates.
 - A market analysis is not required for this scope of work.
 - Cultural resource evaluation is not included in the scope of work.
 - Environmental impact assessments will not be provided as part of this scope of work.

C. ENVIRONMENTAL EVALUATION

Consultant will conduct an environmental evaluation to identify the existing, physical and natural resources to determine impacts associated with the right-of-way acquisition area. Consultant will complete the following tasks as part of the environmental evaluation:

- Review in-house or readily available natural resource information for the study area, such as the Florida Natural Areas Inventory, Palm Beach County, US Fish and Wildlife Service, and Florida Fish and Wildlife Conservation Commission data, National Wetland Inventory Maps, Managed Lands databases, NRCS Soils Study, FEMA Firm Maps, Northeast Everglades Natural Area Maps and USGS 7.5 Minute Quadrangle Maps.
- Consultant will review readily available South Florida Water Management District permits for local developments for the impacted area.
- Consultant will conduct one site visit to identify the land cover including wetlands, surface waters and native upland habitats. KHA will map on an aerial the approximate wetland areas will be mapped but field delineation (flagging and survey) of wetlands is not included in this scope of services.
- Consultant will conduct up to one (1) site review to evaluate the habitat for presences of listed species but formal listed species surveys will not be performed.

- Consultant will conduct a preliminary wetland assessment using the State Unified Mitigation Assessment Methodology (UMAM) or Wetland Rapid Assessment Methodology (WRAP). The Consultant will use this information to determine the potential mitigation options available for this project. Note: the mitigation assessment will be preliminary and subject to final wetland jurisdictional determinations, design and permit agency review and approval
- Consultant will prepare a preliminary mitigation cost for the project based on the alternatives considered. It is assumed that there would be up to 2 meetings with County engineering staff and/or ERM to identify potential mitigation options.
- Consultant will prepare a Technical Memorandum summarizing the findings in the Environmental Evaluation. The Technical Memorandum will include the following exhibits: Location Map, Aerial Map, Soils Map, FEMA-FIRM Map, and FLUCFCS Map (which will include wetland limits based on approximate aerial and field interpretation).
- Cultural resource evaluation and contamination investigation are not included in the scope.

D. REVIEW OF SIGNALIZATION AND LIGHTING IMPACTS

- i. Consultant will review traffic signals impacted by the proposed right-of-way acquisition and provide recommendations for signal pole relocations as part of the master plan prepared in section B.
- ii. Consultant will also review street lights impacted by the proposed right-of-way acquisition and coordinate with Palm Beach County to determine mitigation of impacts and potential costs.

E. OPINION OF PROBABLE COST

Consultant will prepare one (1) opinion of probable cost for submittal with the master plan that will provide detailed cost of the proposed construction, right-of-way acquisition, utility impacts, business damages, traffic signal impacts, street light impacts and wetland impacts. This opinion of probable cost will be preliminary and subject to change based on final design.

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

III. Optional Services

A. MISCELLANEOUS DESIGN SURVEY

Consultant's surveyor will provide design survey to identify critical topographic features that may impact the right-of-way acquisition or the opinion of probable cost estimate at the option of the County.

MASTER PLAN PREPARATION SUMMARY

The Master Plan Submittal shall include elements of items A through I listed above and shall be outlined by the following tasks:

1. Preparation of preliminary master plan layouts for 2 master plan alternatives (Submittal 1)
2. Data collection of right-of-way, existing permits, existing drainage information, environmental conditions, existing cross section and creation of a base map.
3. Title research review.
4. Review of information gathered in items 2 and 3 with the County.
5. Prepare and submit typical section (Submittal 2)
6. Meet with the County to review typical section comments
7. Revise typical section and prepare drainage study and preliminary master plan layout.
8. Provide preliminary layout to right-of-way team and County.
9. Revise the preliminary layout based on right-of-way team input.
10. Submit preliminary master plan (Submittal 3)
11. Meet with the County to review comments to the master plan and to discuss property impacts.
12. Complete the drainage and environmental reports and stake parcels.
13. Right-of-way team, County and Consultant to field review parcel staking
14. Right-of-way team to prepare final estimates.
15. Submit final plan and summary report to the County (submittal 4)
16. Final revisions to plans and summary report
17. Final submittal to the County. (submittal 5)

DELIVERABLES

Project Study findings will be prepared and compiled into a Project Summary Report. The report will include written summaries, findings, and recommendations related to Items A through I as identified in Section I, and other pertinent information developed as part of the project study effort.

Conceptual roadway plans (1"=40' and roll plan, utilizing PBC aerial raster background) will be prepared to depict proposed master plan.

The master plan options submittal will consist of a conceptual roadway plan roll plan for each option.

The final master plan will consist of the following:

- Key Sheet
- Typical Section Sheet (1)
- Conceptual Roadway Plan Roll Plan
- Conceptual Roadway Plan Sheets (11x17) (9 sheets)
- Cross Sections (100' intervals) (42 sections, 15 sheets), one at each lot to capture acquisition impacts.

The conceptual roadway plans sheets will depict roadway widening improvements, drainage improvements, existing drainage structures, pavement markings, roadway signs requiring independent design, existing right of way, and proposed right of way.

It is anticipated that coordination will be required with the following during project development and analysis:

- Lake Worth Drainage District (LWDD)
- South Florida Water Management District (SFWMD)
- US Army Corp of Engineers (USACOE)
- PBC Engineering & Public Works
- PBC ERM
- Town of Haverhill

All pertinent coordination with the various agencies will be included in the findings and summaries detailed in the Project Summary Report.

The scope of work includes a maximum of five (5) additional meetings to those specified in sections A through I.

GENERAL REQUIREMENTS

A. Study Team's Schedule Of Activities

The Consultant will submit a schedule of project milestones with the negotiated staff hour and fee package for Palm Beach County for approval. This schedule will be revised and resubmitted ten (10) business days following receipt of written County Notice to Proceed. For purposes of scheduling, the Consultant will allow three (3) weeks review time for County submittals.

B. Submittals

- Submittal 1 (1 copy)
 - Roll plan of each master plan option
- Submittal 2 (5 copies)
 - Typical section
 - Project base map on aerial depicting existing right-of-way and typical width of proposed right-of-way acquisition.
 - Response to submittal 1 comments
- Submittal 3 (5 copies)
 - Revised typical section
 - Master plan (roll plan and 11x17 sheets)
 - Response to submittal 2 comments
- Submittal 4 (5 copies)
 - Typical section
 - Revised master plan
 - Summary report
 - Response to submittal 3 comments

- Final Submittal (5 copies and electronic file, pdf and microstation formats)
 - Typical section
 - Final master plan
 - Final summary report
 - Response to submittal 4 comments

C. County Responsibilities

The County shall provide the Consultant with adequate information regarding the County's requirements for the project including any desired or required design or construction schedule, any budgetary requirements, and any existing files, plans, title search reports, right-of-way information, permits, development order conditions or other engineering information deemed appropriate.

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

If the County becomes aware of any fault or defect in the project, non-conformance with the construction contract, or of any errors, omissions, or inconsistencies in the drawings or specifications, the County shall give prompt notice to the Consultant.

SCHEDULE

- Submittal one will be provided within 6-weeks following receipt of title reports, right-of-way information and development order conditions from the County.
- Submittal two will be provided within 6-weeks following approval/decision related to submittal one
- Submittal three will be provided within 6-weeks following the approval of submittal two.
- Submittal four will be provided within 3-months (12 weeks) following the approval of submittal three
- Final submittal will be provided within 4-weeks following the approval of submittal four

The total schedule including 3-weeks for each review will be approximately 43 weeks following issuance of Consultant required information.

Master Summary - Estimate of Work Effort & Fee Proposal

PBC Project No.: 2004518
 KHA Project No.: 040256013
 Job Description: Belvedere Road - West of Haverhill Road to Military Trail

Consultant: Kimley-Horn and Associates, Inc.
 Date Prepared: October 8, 2008
 From: West of Haverhill Road
 To: Military Trail
 Length: 1 Mile

Work Element / Activity	Project Manager		Senior Env. Scientist		Senior Engineer		Engineer		Senior CADD Technician		Env. Scientist	Total Man Hours By Activity	Salary Cost By Activity	
	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate	Man Hours	Hourly Rate				
I. MASTER PLANNING SERVICES														
A. MASTER PLAN OPTIONS	5	\$50.94		\$42.50	24	\$47.41	80	\$38.20	51	\$25.91		\$28.90	160	\$5,769.95
B. TYPICAL SECTION DEVELOPMENT	1	\$50.94		\$42.50	9	\$47.41	12	\$38.20	14	\$25.91		\$28.90	36	\$1,298.77
C. FINAL MASTER PLAN PREPARATION	7	\$50.94		\$42.50	38	\$47.41	126	\$38.20	81	\$25.91		\$28.90	252	\$9,070.07
D. PRELIMINARY DRAINAGE STUDY	4	\$50.94		\$42.50	35	\$47.41	55	\$38.20	44	\$25.91		\$28.90	138	\$5,104.15
II. RIGHT-OF-WAY ACQUISITION SERVICES														
A. SURVEY STAKEOUT OF RIGHT-OF-WAY ACQUISITION AND TITLE REPORT REVIEW	0	\$50.94		\$42.50	1	\$47.41	2	\$38.20	1	\$25.91		\$28.90	4	\$149.72
B. REVIEW OF SAMPLE RIGHT-OF-WAY ACQUISITION COSTS	4	\$50.94		\$42.50	32	\$47.41	50	\$38.20	39	\$25.91		\$28.90	126	\$4,641.37
C. ENVIRONMENTAL EVALUATION	4	\$50.94	49	\$42.50	4	\$47.41	9	\$38.20	9	\$25.91	62	\$28.90	123	\$4,311.25
D. REVIEW OF SIGNALIZATION AND LIGHTING IMPACTS	1	\$50.94		\$42.50	10	\$47.41	15	\$38.20	3	\$25.91		\$28.90	28	\$1,175.77
E. OPINION OF PROBABLE COST	1	\$50.94		\$42.50	8	\$47.41	12	\$38.20	9	\$25.91		\$28.90	30	\$1,121.81
Totals	27	\$1,375.38	49	\$2,082.50	157	\$7,443.37	352	\$13,446.40	251	\$6,503.41	62	\$1,791.80	897	\$32,642.86

Total Burdened Salary Costs By Activity

I. MASTER PLANNING SERVICES		
A. MASTER PLAN OPTIONS		\$17,309.84
B. TYPICAL SECTION DEVELOPMENT		\$3,896.31
C. FINAL MASTER PLAN PREPARATION		\$27,210.20
D. PRELIMINARY DRAINAGE STUDY		\$15,312.44
II. RIGHT-OF-WAY ACQUISITION SERVICES		
A. SURVEY STAKEOUT OF RIGHT-OF-WAY ACQUISITION AND TITLE REPORT REVIEW		\$449.16
B. REVIEW OF SAMPLE RIGHT-OF-WAY ACQUISITION COSTS		\$13,924.10
C. ENVIRONMENTAL EVALUATION		\$12,933.74
D. REVIEW OF SIGNALIZATION AND LIGHTING IMPACTS		\$3,527.31
E. OPINION OF PROBABLE COST		\$3,365.43
TOTAL		\$97,928.53

Total Contract Fee Computations

Total Activity Salary Costs		\$32,642.86
1.) Overhead Additives		
a.) Combined Administrative & General & Fringe Benefits Cost (limited to PBC maximum)	167.857%	\$54,793.33
Subtotal (Salaries + Combined Overhead)		\$87,436.19
2.) Operating Margin Cost (Fixed Fee)	12%	\$10,492.34
Subtotal (Burdened Salaries + Operating Margin)		\$97,928.53
Subconsultants		
TOTAL LUMP SUM FEE		\$97,928.53

HOURLY/REIMBURSABLE NOT TO EXCEED FEES

SubConsultants	
BROWN AND PHILLIPS - Right of way stakeout	\$3,184.00
BROWN AND PHILLIPS - Title Review	\$1,050.00
Jenkins Appraisal	\$8,200.00
Gerson, Preston, Robinson and Company	\$10,000.00
TOTAL HOURLY NOT TO EXCEED FEES	\$22,434.00

Multiplier 3.0000

** 2.99% multiplier*

TOTAL MAXIMUM LIMITING FEE

\$120,362.53

**BELVEDERE ROAD
WEST OF HAVERHILL ROAD TO MILITARY TRAIL**

Staff Hour Estimate

Kimley-Horn and Associates, Inc.

Date Prepared: August 26, 2008
PBC Project No.: 2004516

- I. MASTER PLAN SERVICES
- B. TYPICAL SECTION DEVELOPMENT

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
TYPICAL SECTION DEVELOPMENT						
Address comments & revise typical section for 1 selected option						
2 Prepare Typical Section East of Military		Sect	1	4	4	
3 addressing submittal comments with the County		Sect	1	4	4	
4 ROW information depicted on preliminary master plan		LS	1	6	6	
Prepare Preliminary Master Plan based on ROW		LS	1	12	12	
5 Team Input		LS	1	8	10	

TOTAL	38
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**BELVEDERE ROAD
WEST OF HAVERHILL ROAD TO MILITARY TRAIL**

Staff Hour Estimate

Kimley-Horn and Associates, Inc.

Date Prepared: August 26, 2008
PBC Project No.: 2004516

I. MASTER PLAN SERVICES

C. FINAL MASTER PLAN PREPARATION

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
FINAL MASTER PLAN PREPARATION						
1 Prepare Final Master Plan	40	Sht	9	6	54	Includes roll plan & labeling of all individual sheets
2 Key Sheet		Sht	1	4	4	Roll Plan Submittal
3 Cross Sections		Sect	42	3	126	Manual using existing plans info.
4 Preparation of Summary Report		LS	1	20	20	
5 Response to Submittal 4 Comments		LS	1	8	8	
6 Revisions to Report		LS	1	40	40	Revise row team's estimates, cost to cure, drainage, reports & assemble final report.

TOTAL 252

**BELVEDERE ROAD
WEST OF HAVERHILL ROAD TO MILITARY TRAIL**

Staff Hour Estimate

Kimley-Horn and Associates, Inc.

Date Prepared: August 26, 2008
PBC Project No.: 2004516

I. MASTER PLAN SERVICES

D. PRELIMINARY DRAINAGE STUDY

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
PRELIMINARY DRAINAGE STUDY						
1		LS	1	8	8	
2		LS	1	8	8	
3		LS	1	8	8	coordination with Town's consultant
4		LS	1	32	32	Existing & proposed drainage systems include drainage connections, layout, water quality & quantity & preliminary lake size.
5		LS	1	6	6	
6		LS	1	32	32	Based on preliminary pgi from previous plans
7		LS	1	4	4	Review FEMA firm maps
8		LS	1	4	4	
9		LS	1	24	24	
10		EA	2	4	8	includes prep & minutes
11		EA	1	4	4	
TOTAL						

138

**BELVEDERE ROAD
WEST OF HAVERHILL ROAD TO MILITARY TRAIL**

Staff Hour Estimate

Kimley-Horn and Associates, Inc.

Date Prepared: August 26, 2008
PBC Project No.: 2004516

II. RIGHT-OF-WAY TEAM SERVICES

A. SURVEY STAKEOUT OF RIGHT-OF-WAY ACQUISITION AND TITLE REPORT REVIEW

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
SURVEY STAKEOUT OF RIGHT-OF-WAY ACQUISITION AND TITLE REPORT REVIEW						
1						Survey Coordination
2		LS	1	4	4	
					0	

See scope and fee by Brown and Phillips for additional items related to this scope of work

TOTAL 4

**BELVEDERE ROAD
WEST OF HAVERHILL ROAD TO MILITARY TRAIL**

Staff Hour Estimate

Kinley-Florio and Associates, Inc.

Date Prepared: August 26, 2008
PBC Project No.: 2004516

II. RIGHT-OF-WAY TEAM SERVICES

B. SELECT REVIEW OF RIGHT-OF-WAY ACQUISITION COSTS

	Scale	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
SELECT REVIEW OF RIGHT-OF-WAY ACQUISITION COSTS						
1 Team meeting & coordination with subconsultants		LS	1	18	18	
2 Field Review w/ all parties		mtg	1	8	8	2ppl x 2mtgs x 3hr + 3conf calls x 2ppl x 1 hr
3 Review of Planning and Zoning Impacts		LS	1	12	12	2ppl @ 4 hrs
4 Review of traffic impact analysis of each parcel affected		parcel	6	4	24	By planner
6 Preparation of preliminary Cure plans for Business		plan	4	8	32	
7 Review Row team recommendations with county		LS	1	8	8	Includes 2 alternatives per cure, max of 4 cure
8 ROW Team Meetings		mtg	3	8	24	

See scope and fee from Jenkins Appraisal and Gerston, Preston Robinson and Company for additional fees related to this task

TOTAL	126
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**BELVEDERE ROAD
WEST OF HAVERHILL ROAD TO MILITARY TRAIL**

Staff Hour Estimate

Kimley-Horn and Associates, Inc.

Date Prepared: August 26, 2008
PBC Project No.: 2004516

II. RIGHT-OF-WAY TEAM SERVICES

C. ENVIRONMENTAL EVALUATION

	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
ENVIRONMENTAL EVALUATION					
1 PBC Meetings	mtg	4	3	12	Assumes up four meetings with County during course of the study.
2 Data Collection	LS	1	40	40	Includes review of GIS data bases as described in the scope. Review of SFWMD permit files for developments along the corridor; one site visit X 2 people X 10 hours to evaluate habitats and wetlands and listed species;
3 Wetland Assessment	LS	1	20	20	Includes preparation of UMAM or WRAP assessment forms; Up to 2 meetings with County Engineering and/or ERM; Preliminary mitigation cost.
4 Environmental Report	LS	1	35	35	
5 Coordination with ERM and determination of ERM requirements due to impacts	LS	1	16	16	

TOTAL	123
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**BELVEDERE ROAD
WEST OF HAVERHILL ROAD TO MILITARY TRAIL**

Staff Hour Estimate

Kimley-Horn and Associates, Inc.

Date Prepared: August 26, 2008
PBC Project No.: 2004516

II. RIGHT-OF-WAY TEAM SERVICES

D. REVIEW OF SIGNALIZATION AND LIGHTING IMPACTS

	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
REVIEW OF SIGNALIZATION AND LIGHTING IMPACTS					
1 Signal analysis	LS	1	8	8	Review existing signal for potential ——— & estimate replacement costs
2 Coordination with PBC Traffic	LS	1	4	4	
3 Review of lighting impacts	LS	1	8	8	Does not include photometric analysis
4 coordination with PBC Traffic on lighting impacts	LS	1	4	4	
5 Field Visit	SA	1	4	4	

TOTAL	28
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**BELVEDERE ROAD
WEST OF HAVERHILL ROAD TO MILITARY TRAIL**

Staff Hour Estimate

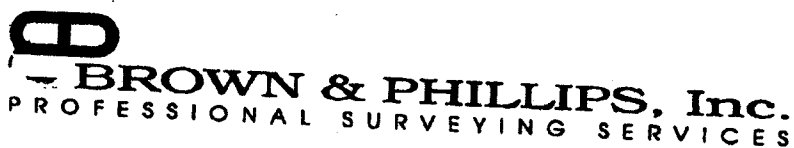
Kimley-Horn and Associates, Inc.

Date Prepared: August 26, 2008
PBC Project No.: 2004516

II. RIGHT-OF-WAY TEAM SERVICES

E OPINION OF PROBABLE COST

	Basis of Estimate	No. of Units/Sheets	Manhours/ Unit/Sheet	Total Manhours	Comments
OPINION OF PROBABLE COST					
1 Preparation of OPC	LS	1	20	20	
2 Revisions to OPC per Cnty Comments	LS	1	10	10	
TOTAL				30	



May 28, 2008

Mr. Michael Schwartz
Kimley Horn
1690 South Congress Avenue Suite 100
Delray Beach, FL 33445

RE: Belvedere Road (Original Brown & Phillips Project #06-015) – Military Trail to 100' West of Haverhill Road Right of Way Stakeout

Dear Mr. Schwartz:

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. We will review any title work supplied by you. The scope of services is as follows:

SCOPE OF SERVICES

I. HORIZONTAL PROJECT NETWORK CONTROL

Using the information supplied by Kimley-Horn, we will establish the Right-of-Way for Belvedere Road. A traverse will be run through the route and all found monumentation will be tied in. The survey will be oriented to Palm Beach County horizontal control (NAD 83/90 Adjustment). The Palm Beach County Survey Department will supply all the sectional control information along the proposed route.

The limits of the survey staking are the north side of Belvedere Road from Military Trail westerly to 100' west of Haverhill Road.

II. RIGHT OF WAY STAKING

Utilizing the legal descriptions and sketches prepared by others (and supplied by Kimley-Horn) for this project, we will stake out right of way, for all 13 parcels along the north side of Haverhill Road, we will set lath at each existing parcel right of way and proposed parcel right of way corner.

Schwartz
May 28, 2008
Page 2

III. CLOSURE

All staking will be done One Time Only. We propose to provide Kimley-Horn & Associates with an AutoCAD file showing the work completed 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 \$3,184.00. 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

JEP/kk

Accepted This _____ Day Of _____, 2008.

Kimley-Horn & Associates

By: _____

Print Name: _____

ATTACHMENT "A"

**Belvedere Road (Original Brown & Phillips Project #06-015) - Military Trail to 100'
West of Haverhill Road Right of Way Stakeout**

Description: Roadway Survey

Size:

Date of Proposal: May 28, 2008

TASK	3 MAN FIELD	CADD TECH	SURVEY TECH	PLS	COMMENTS
Horizontal Project Network Control	9		5	2	Establish control and right-of-way
Stakeout	9		3.5	1	Set proposed & existing right of way points
Total Hours	18	0	8.5	3	
Rate/Hour	\$125.00	\$66.00	\$70.00	\$113.00	
Sub-total	\$2,250.00	\$0	\$595.00	\$339.00	
Total Price			√ \$3,184.00		


BROWN & PHILLIPS, Inc.
PROFESSIONAL SURVEYING SERVICES

July 7, 2008

Mr. Michael Schwartz
Kimley Horn
1690 South Congress Avenue Suite 100
Delray Beach, FL 33445

RE: Belvedere Road (Original Brown & Phillips Project #06-015) - Westbound Thru Lane on
Belvedere Road from Military Trail to 1,500' West of Haverhill Road

Dear Mr. Schwartz:

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. We will review any title work supplied by you. The scope of services is as follows:

SCOPE OF SERVICES

I. REVIEW TITLE PACKAGE & SET UP BASE MAP


We will review the title package supplied by you. We will put all the pertinent data on a Cad file. The file will be checked and a base map file will be prepared and supplied to Kimley-Horn.

II. CLOSURE

The proposed cost for this project is \$1,050.00. Any additional work will be done on an hourly basis as approved by you. 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.


Anthony Brown, P.L.S.
Principal

ASB/kk

Accepted This _____ Day Of _____, 2008.

Kimley-Horn & Associates

By: _____

Print Name: _____

ATTACHMENT "A"

**Belvedere Road (Original Brown & Phillips Project #06-015) - Westbound Thru Lane on
Belvedere Road from Military Trail to 1,500' West of Haverhill Road**

Description:

Size:

Date of Proposal: July 7, 2008

TASK	3 MAN FIELD	CADD TECH	SURVEY TECH	PLS	COMMENTS
Title Package & Base Map		4	8	2	Review title package. Set up base map.
Total Hours	18	4	8	2	
Rate/Hour	\$125.00	\$66.00	\$70.00	\$113.00	
Sub-total	\$0	\$264.00	\$560.00	\$226.00	
Total Price	\$1,050.00				

Jenkins Appraisal Services, Inc.

5730 Corporate Way, Suite 120, West Palm Beach, FL 33407 Phone: (561)640-4059 Facsimile: (561)640-8183

July 3, 2008

Michael F. Schwartz, P.E.
Kimley-Horn and Associates, Inc.
1690 South Congress Avenue
Suite 100
Delray Beach, Florida 33445

Re: Belvedere Road

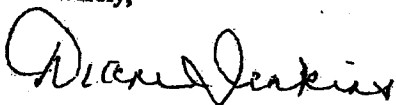
Dear Michael:

Our Scope of Work involved with this project would include exterior inspection of the subject properties and general research regarding values. We will research public records and determine parent tracts. Additionally, we will work in conjunction with the land planner and rest of the team to analyze possible impacts to the properties within this project. We will not be providing written appraisal reports at this stage of the project.

I estimate that the cost of these services will be approximately \$8,200. We would invoice this based upon our regular hourly rates which range from \$100 to \$250 based upon the qualifications of the person undertaking the work necessary. We would not exceed the estimated \$8,200 without prior authorization from your firm.

Thank you for considering my firm and please feel free to contact me should you have any questions.

Sincerely,



Diane Jenkins, MSA
State-Certified General Real Estate Appraiser #1188



**Gerson, Preston, Robinson
& Company, P.A.**
CERTIFIED PUBLIC ACCOUNTANTS

GARY R. GERSON, CPA
RICHARD C. PRESTON, CPA
JAMES P. ROBINSON, CPA
ALAN S. ROSEN, CPA
STEVEN F. KLEIN, CPA
DOROTHY S. EISENBERG, CPA
ALAN A. LIPS, CPA

BOCA RATON OFFICE
ONE BOCA PLACE
SUITE 112E
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431
TEL: (561) 382-9050
FAX: (561) 351-7885

MEMBERS
AMERICAN INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS
FLORIDA INSTITUTE OF CERTIFIED PUBLIC ACCOUNTANTS

STEPHEN R. TEPPER, CPA
MANNY M. ILAGAN, CPA
CALVIN BECKER, CPA
ROBERT F. FRIEDERMAN, CPA
EDUARDO M. ZUNIGA, CPA
JUDD A. BERKLEY, CPA
EDWARD D. DEPPMAN, CPA
DAVID A. STEINBERG, CPA
BARRY A. DRESSLER, CPA
MELISSE G. BURSTEIN, CPA
RONALD A. LINGER, CPA
STUART ROHATNER, CPA
STEVEN A. MOSELE, CPA
ANITA H. WONG, CPA
MARK S. KOONIGEL, CPA
PHILIP D. KNAPP, CPA
STEVEN C. VOGEL, CPA
JASON A. BROWN, CPA
ALEJANDRO DE LA VEGA, CPA
MALIREEN A. PAROS, CPA
DIANE M. MINCH, CPA
ORNE BAROZ, CPA
JORGE CHARO, CPA

MIAMI BEACH OFFICE
656 SEVENTY-FIRST STREET
MIAMI BEACH, FLORIDA 33141

AVENTURA OFFICE
18851 NE 29TH AVENUE
SUITE 904
AVENTURA, FLORIDA 33180
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FAX: (786) 279-7779

DADE: (305) 868-3800
BROWARD: (954) 822-3202
PALM BEACH: (561) 833-8573
ORLANDO: (407) 843-1158
TOLL FREE: 1-888-888-8886
TOLL FREE FACSIMILE: 1-800-800-1882
FAX: (305) 864-8740
www.gprco-cpa.com

BRICKELL OFFICE
1001 BRICKELL BAY DRIVE
SUITE 2212
MIAMI, FLORIDA 33131
TEL: (305) 377-1878
FAX: (786) 328-8280

REPLY TO: MIAMI BEACH OFFICE

June 25, 2008

VIA FACSIMILE

Michael F. Schwartz, P.E.
Kimley-Horn and Associates, Inc.
1690 South Congress Avenue, Suite 100
Delray Beach, FL 33445-6327

Re: Palm Beach County Roadway Improvement Project Belvedere Road from Military Trail to New Parkview PL

Dear Mr. Schwartz:

Thank you for including our Firm as a part of your team. Enclosed are the hourly rates we are currently charging for assignments with Palm Beach County:

Partners	\$ 165.00 per hour
Managers	\$ 120.00 per hour
Staff	\$ 90.00 per hour

It is our understanding that the project involves an additional (3rd) Westbound through lane at the Military Trail and Haverhill Rd. intersections and extends west to New Parkview PL. Based on our review of aerials covering this project distance, there appears to be a potential of 100+ businesses involved. We estimate that the initial preliminary work anticipated should not exceed \$10,000. Once we are supplied with right-of-way maps showing the proposed parcel takings, we will be able to determine the actual number of businesses. Should the anticipated scope of the assignment change, we will immediately notify you of the need for a supplemental. We will be available to provide consultation and attend meetings as required.

Should you have any questions, please call Jorge Moreno or me.

Very truly yours,

James P. Robinson
JAMES P. ROBINSON, CPA/ABV

JPR/jlmz

EXHIBIT "B"

PROJECT: Belvedere Road from E. of Jog Road to Military Trail
PROJECT NO.: 2004516

CONSULTANT: Kimley-Horn and Associates, 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

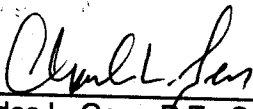
By entering into this Agreement the **CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, 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, sexual orientation, gender identity and expression.



Charles L. Geer, P.E., Senior Vice President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Belvedere Road from E. of Jog Road to Military Trail
Project No.: 2004516

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 Charles L. Geer, P.E., as
(Name of Individual)

Senior Vice President of Kimley-Horn and Associates, 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.

Charles L. Geer 10/8/2008
(Signature) (Date)

EXHIBIT "C"

09/28/2008

Engineering & Public Works Roadway Production
PARTICIPATION FOR MWBE/SBE CONSULTANTS
 Supplement Number 1

Project Name: **Belvedere Road from East of Jog Road to**
 Prime Consultant: **Kimley-Horn & Associates, Inc.**
 Telephone No.: **(561) 845-0665**
 Supplement date: **11/18/2008**

Project No.: **2004516**
 Prime Contact Person:
 Resolution Date: **02/07/2006** Res #: **R2006-0170**
 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	
Brown & Phillips, Inc. 801 NORTHPOINT PKY STE 305 WEST PALM BEACH, FL 33407 (561) 815-3988	Surveyor Surveyor	MWBE	0.00	0.00	0.00	0.00	
		SBE	4,234.00	0.00	0.00	0.00	0.00
Jenkins Appraisal Services, Inc. 5730 CORPORATE WAY STE 120 WEST PALM BEACH, FL 33407 (561) 640-4059	Appraiser	MWBE	0.00	0.00	0.00	0.00	
		SBE	0.00	0.00	0.00	8,200.00	0.00
Total MWBE			0.00	0.00	0.00	0.00	
%							
Total SBE			4,234.00	0.00	0.00	8,200.00	0.00
%			3.61			6.81	

Total Supplement Amount: **120,362.83**

EXHIBIT "D"

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

PROJECT NO. 2004516

PROJECT NAME: Belvedere Road from E. of Jog Road to Military Trail

TO: Kimley-Horn and Associates, 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)

Surveyor Services. Horizontal project network control. Right-of-Way staking. Review title package and set up base map.

SBE-M/WBE Participation 3.51 %

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

Brown & Phillips, Inc.

(Print name of SBE-M/WBE Subcontractor)

By: Anthony Brown

(Signature)

Anthony Brown / CEO

(Print name/title of person executing on behalf of SBE-M/WBE Subcontractant)

Date: 10/2/08

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

PROJECT NO. 2004516

PROJECT NAME: Belvedere Road from E. of Jog Road to Military Trail

TO: Kimley-Horn and Associates, 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)

Appraisal Services. Exterior inspection of the subject properties and general research regarding values. Research public records and determine parent tracts. Work with land planner to analyze possible impacts to the properties.

SBE-M/WBE Participation 6.81 %

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

Jenkins Appraisal Services, Inc.
(Print name of SBE-M/WBE Subcontractor)

By: Diane Jenkins
(Signature)

Diane Jenkins, President
(Print name/title of person executing on behalf of SBE-M/WBE Subcontractant)

Date: 10/13/08

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/01/08

PRODUCER
Ames & Gough
450 Northridge Parkway
Suite 102
Atlanta, GA 30350
1-770-552-4225

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
Kimley-Horn and Associates, Inc.
P.O. Box 33068
Raleigh, NC 27636-3068

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	
INSURER B:	
INSURER C:	
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.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AUTO ONLY: AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
OTHER A Professional Liability	3125280	12/09/07	12/09/08	Per Claim 2,000,000 Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Re: Belvedere Road, East of Jog Road to Military Trail, Project - PBC #2004516, Manager - Marwan Mulfah; Retroactive Date: 02/10/1967

CERTIFICATE HOLDER

Palm Beach County
c/o Engineering & Public Works Ops.
2300 N. Jog Road
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.

AUTHORIZED REPRESENTATIVE *[Signature]*

ACORD 25 (2001/08) JHoyola 9955303

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/05/2008

PRODUCER (904) 396-4404
ABERCROMBIE INSURANCE AGENCY, INC.
P. O. BOX 5857
JACKSONVILLE FL 32247-5857
INSURED
KIMLEY-HORN AND ASSOCIATES, INC
P. O. BOX 33068
RALEIGH NC 27636-306

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.

INSURERS AFFORDING COVERAGE NAIC #
INSURER A: TRAVELERS PROP CASUALTY 25674
INSURER B: COMPANY OF AMERICA
INSURER C: (A M BEST RATING A+)
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.

Table with columns: POLICY NUMBER, POLICY EFFECTIVE DATE, POLICY EXPIRATION DATE, LIMITS. Rows include General Liability, Automobile Liability, Garage Liability, Excess/Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
PROJECT: PBC #2004516 - BELVEDERE RD., EAST OF JOG ROAD TO MILITARY TRAIL. KHA PROJECT MGR: MARWAN MUFLEH. SPECIAL ENDORSEMENTS ATTACHED. ALL POLICIES ARE PRIMARY.

CERTIFICATE HOLDER
PALM BEACH COUNTY
ENGINEERING & PUBLIC WORKS OPS
2300 N. JOG ROAD
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 SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.
AUTHORIZED REPRESENTATIVE

ORD 26 (2001/08)
INS025 (0108) 06

POLICY NUMBER: P630-315X3476-TIL-08

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name of Person or Organization:

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIOENRS, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES & AGENTS**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. Section II – Who is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:**

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the Project (other than service, maintenance or repairs) to be performed by or on behalf of the additional Insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

POLICY NUMBER: P630-315X3476-TIL-08

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES & AGENTS**

Location And Description of Completed Operations:

PROJECT: PBC #2004516 – BELVEDERE RD., EAST OF JOB ROAD TO MILITARY TRAIL

Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” at the location designated and described in the schedule of this endorsement performed for that insured and included in the “product-completed operations hazard”.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIOENRS, A POLITICAL SUBDIVISION
OF THE STATE OF FLORIDA, ITS OFFICERS, EMPLOYEES & AGENTS**

PROJECT: PBC #2004516 - BELVEDERE RD., EAST OF JOG ROAD TO MILITARY TRAIL

The premium for this endorsement is \$ NIL

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy).

Endorsement Effective 09/01/2008

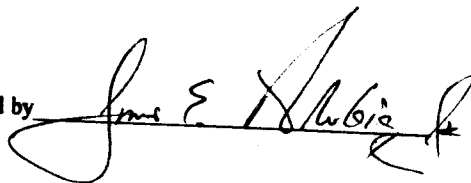
Policy No. 836G878-3-08

Endorsement No.

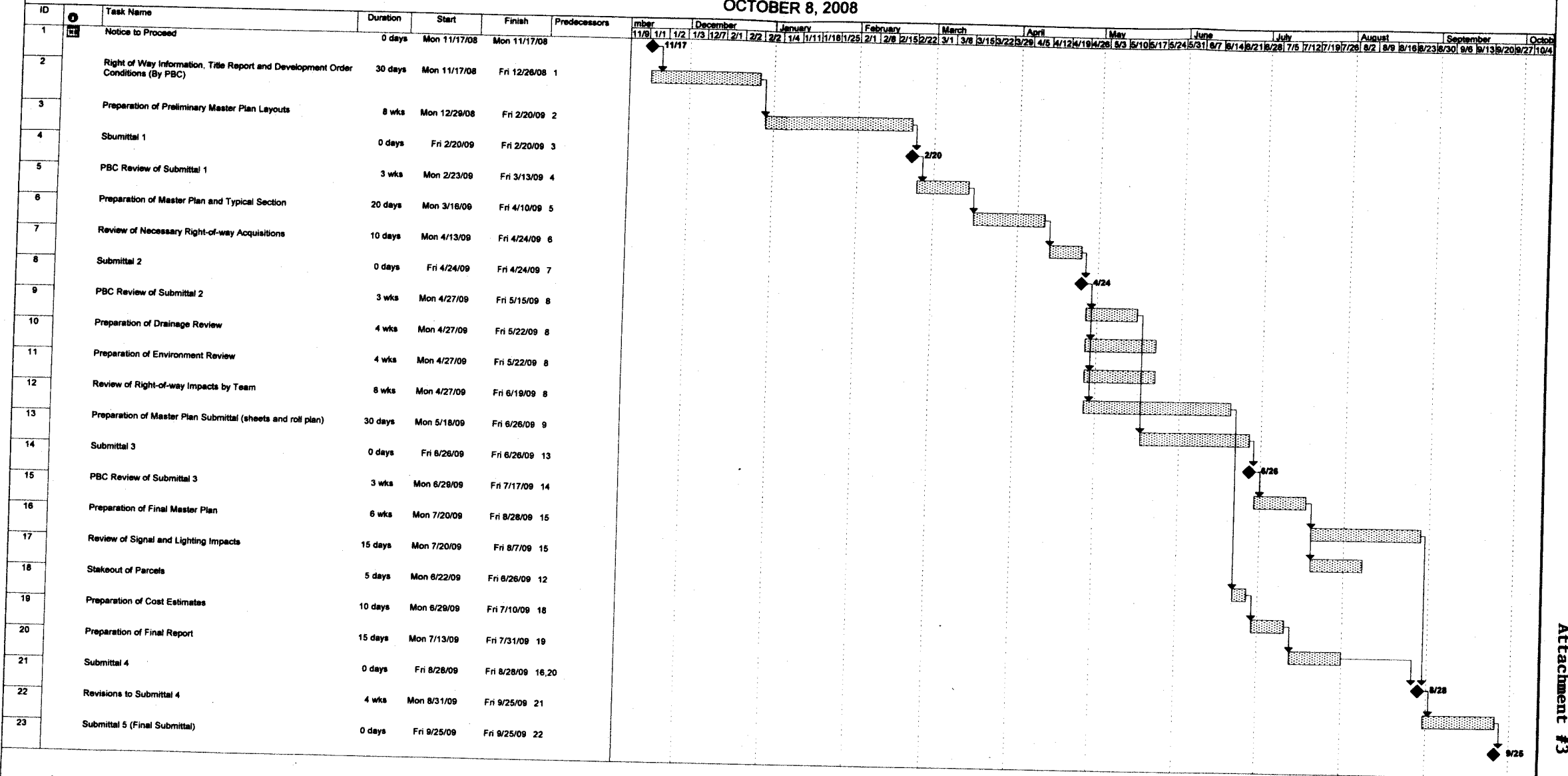
Insured Kimley-Horn and Associates, Inc.

Insurance Company Travelers Property Casualty Co of America

Countersigned by



**BELVEDERE ROAD SUPPLEMENT NUMBER 1
PBC PROJECT 2004516
PRELIMINARY SCHEDULE
OCTOBER 8, 2008**



Attachment #3

Project: Supplement 1 100808.mpp
Date: Wed 10/8/08

Task		Progress		Summary		External Tasks		Deadline	
Split		Milestone		Project Summary		External Milestone			