

Agenda Item #: 3-C-10

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

Meeting Date: September 11, 2012 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:

- A) Supplemental Agreement No. 2 (Agreement) to project agreement 2011904 in the amount of \$89,608.60 with Last Devenport, Inc. (LDI), for professional services for the Garden Road Culvert project (Project); and
- B) A Budget Transfer of \$134,421 in the Road Impact Fee Fund – Zone 1 from Reserves to Garden Road Culvert.

SUMMARY: Approval of this Agreement will provide the professional services necessary for the preparation of design plans and construction bid documents for the Project. LDI is a Palm Beach County company and is a certified Small Business Enterprise (SBE). The SBE goal for the Project is 15%. The SBE participation committed for this Project by LDI is 96.0%.

District 7 (MRE)

Background and Justification: On June 16, 2011, the Deputy County Engineer approved project agreement 2011904 with LDI to provide professional services required for the preparation of design plans and construction bid documents for the replacement of an existing bridge with an appropriately sized culvert for the Project. Palm Beach County now desires LDI to finalize the design plans and construction bid documents for the Project as detailed in Exhibit "A" of the attached Agreement. The fee, as detailed in Exhibit "B" of the attached Agreement, has been negotiated as just and reasonable compensation as follows:

Basic Services (Lump Sum)	\$76,933.07	(Roadway Analysis and Plans, Permits, Utility).
Reimbursable Expenses (Not to Exceed)....	\$ 7,274.00	(Survey, Reprographics).
Optional Services (Not to Exceed).....	<u>\$ 5,401.53</u>	(Testing, Post Design).
Total:	<u>\$89,608.60</u>	

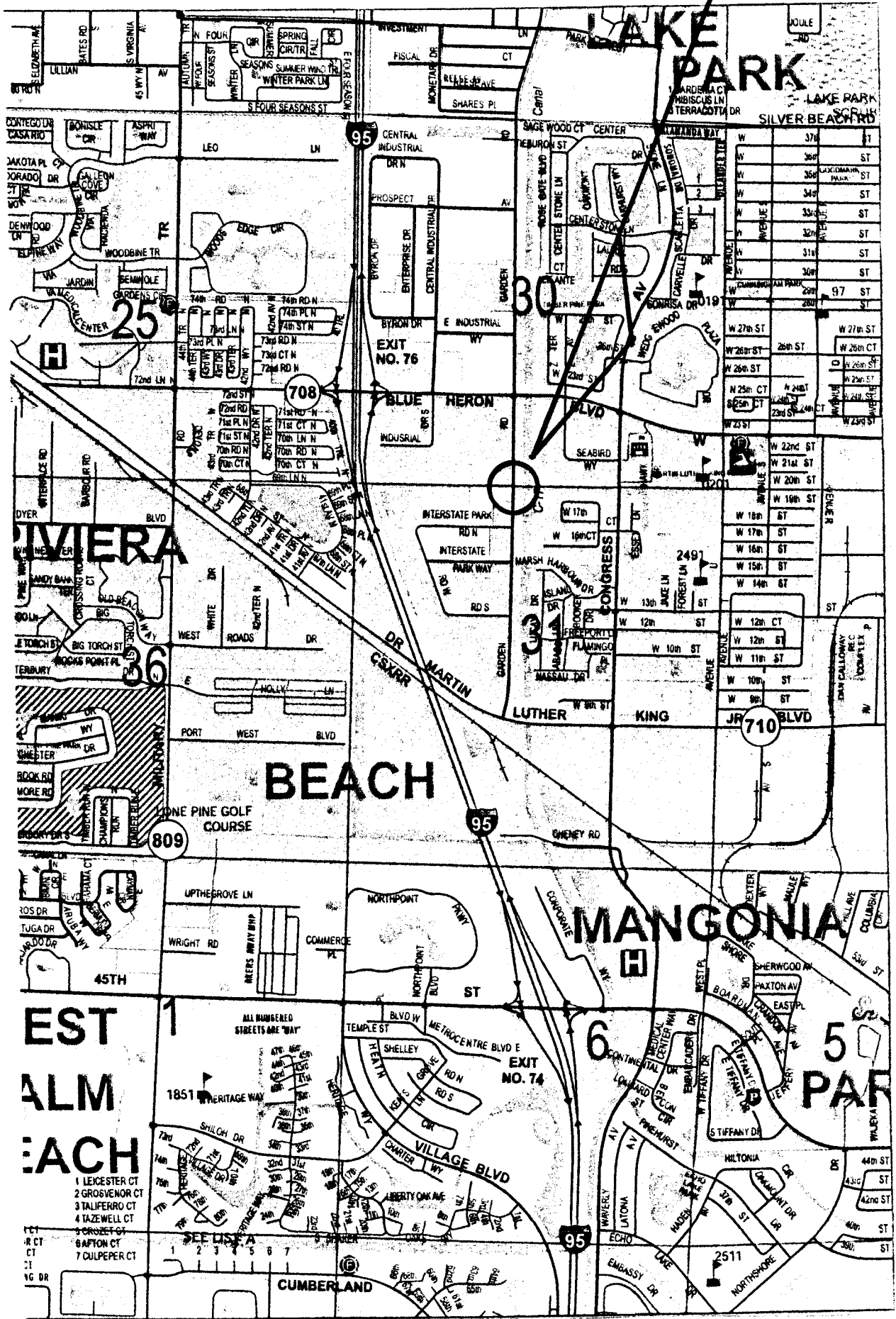
After reviewing the attached Agreement and finding it in proper order, staff recommends the Board's approval.

Attachments:

- 1. Location Map
- 2. Supplemental Agreement with Exhibits "A", "B", "C", "D" and Certificate of Insurance (2)
- 3. Project Work Schedule
- 4. Budget Transfer

===== *W*

Garden Road Culvert
Palm Beach County Project No. 2011904



LOCATION MAP

ATTACHMENT 2

SUPPLEMENTAL AGREEMENT BETWEEN
PALM BEACH COUNTY
AND
LAST DEVENPORT, INC.
FOR PROFESSIONAL ENGINEERING SERVICES ON
GARDEN ROAD CULVERT
PROJECT NO.: 2011904
PALM BEACH COUNTY, FLORIDA

THIS Supplemental Agreement No. 2, made and entered into this day of _____ 2012 by and between Palm Beach County, hereinafter **COUNTY**, and, **Last Devenport, Inc.**, a Florida Corporation with an address of **1860 Old Okeechobee Road, Suite 504, West Palm Beach, Florida 33409**, hereinafter **CONSULTANT**.

WITNESSETH

WHEREAS, on June 16, 2011, the **COUNTY** and **CONSULTANT** entered into a Work Task Order issued under the Annual Civil Agreement dated **April 20, 2010 (R2010-0592)**, to provide professional engineering services required for the design of **Garden Road Culvert**, Palm Beach County, Florida (hereinafter **PROJECT**); and.

WHEREAS, the **COUNTY** now desires for the **CONSULTANT** to **prepare design plans and construction bid documents** 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: Gardens Road Bridge - Culvert
Project No. 2011904**

Basic Services in a lump sum fee of **\$76,933.07**;

Reimbursable Services (Not to Exceed) \$7,274.00;

Optional Services (Not to Exceed) \$5,401.53;

Totaling \$89,608.60

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 Eighty-Nine Thousand Six Hundred Eight Dollars and Sixty Cents (\$89,608.60).
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 **April 20, 2010 (R2010-0592)**, and;

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

EXHIBIT "A"



OK AS

**Garden Road
from
Interstate Park Road North to Blue Heron Boulevard**

PBC Proj No. 2011904

EXHIBIT "A"

SCOPE OF SERVICES

A. General

LDi proposes to provide professional services required for the proposed roadway improvements for Garden Road from Interstate Park Road North to Blue Heron Boulevard in Palm Beach County, Florida. Improvements will include:

- Improvements from approximately STA 14+00 to STA 33+00
- 45 mph design speed
- 2 - 11' lanes, 1 - 12' middle (left turn) lane, and 4' paved shoulder with appropriate tapers
- 3' paved shoulder adjacent to Type F curb and gutter with guardrail at culvert crossing
- Provide left turn with appropriate taper at an unnamed road immediately north of the proposed culvert
- Extend middle (left turn) lane north from unnamed road to connect to existing left turn lane for Blue Heron Boulevard approximately STA. 27+00
- Mill, resurface and provide 4' paved shoulders from STA. 27+00 to Blue Heron Boulevard, approximately STA. 33+00

Plans will be prepared in accordance with the latest standards of Palm Beach County as described in the Thoroughfare Roadway Design Procedures dated February 2006 as

amended for this assignment, and the Florida Department of Transportation Plans Preparation Manual and FDOT Manual of Uniform Minimum Standard for Design, Construction and Maintenance for Streets and Highways, 2007 (Florida Greenbook.) All plans will be prepared on 11" x 17" paper at 40 scale.

LDi will provide the following basic and optional, services using sub-consultants for the reimbursable services, subject to approval by Palm Beach County:

- A. Basic Services
1. 35% Submittal
 2. 65% Submittal
 3. 96% Submittal
 4. 100% Submittal
 5. Final Submittal
 6. Meetings

B. Basic Services

1. **35% Submittal**

These services refer to the following packages:

- Initial Utility Contact Plan
- Typical section package / Master plan
- 35% Design Plans Submittal

Initial Utility Contact Plans – includes the preparation of plan and profile sheets showing the survey base line stations, intersecting side street names, existing profile and above ground utilities. These plans will be developed at a scale of 1" = 40' on the aerial photographs for submittal to the utility companies that have facilities along the project corridor.

Typical Section package / Master plan, is the preparation of the typical section and a red-lined master plan on the 1" = 40' aerials showing all proposed turn lanes and roadway geometrics. In order to expedite the design process, typical section and master plan will be submitted at the same time.

The 35% Design Plans submittal will include:

1. Title Sheet
2. Approved Typical Section
3. Preliminary Drainage Map
4. Preliminary Geometrics
5. Benchmarks, References and Sectional Corners
6. Right of Way Lines, baseline of Survey and Centerline of Construction
7. Preliminary Drainage Design
8. Preliminary Profile Grade Lines
9. Existing Drainage
10. Existing Intersection Profiles
11. Existing Cross Sections
12. List of Required Permits

2. 65% Submittal

These services refer to the following packages:

- Utility Pothole Coordination Plans
- First Utility Coordination Meeting
- 65% Design Plans Submittal
- Permit Packages

The Utility Coordination will precede/accompany the 65% submittal. These tasks shall be done in accordance with the Appendix A of the Palm Beach County Thoroughfare Roadway Design Procedures. PBC utility department will designate and survey their utility lines within the corridor. The utility providers will expose their utility lines.

The 65% Design Plans submittal will include:

1. Review comments for the 35% submittal addressed
2. Summary of Quantities (items only)
3. Drainage Design Computations
4. Proposed Drainage in Plan
5. Final Geometrics
6. Geometric computation book
7. Final Profiles
8. Limits of Construction
9. Intersection Profile Sheet
10. Proposed Cross Sections
11. Existing Utilities
12. Special Detail Sheets
13. Preliminary Signing and Pavement Marking Plans

Permit Packages – includes the application for all applicable permits. A drainage application will be prepared and processed through the South Florida Water Management District as a No Notice Permit for roadway improvement approvals.

3. 96% Submittal

These services refer to the following packages:

- Utility Conflict Resolution Plans and Meetings
- 96% Design Plans Submittal

Utility Conflict Resolution Plans and Meetings is the utility coordination prior to the 96% submittal. These tasks shall be done in accordance with the Appendix A of the Palm Beach County Thoroughfare Roadway Design Procedures.

The 96% Design Plans submittal will include:

1. Review comments for the 65% submittal addressed
2. Special Provisions for Construction Specification
3. Summary of Quantities Sheet
4. Utilities on Plan and Profile
5. Drainage on Drainage Map and Plan and Profile Sheets, including drainage structures
6. Signing and Pavement Marking Plans
7. Special Detail Sheets
8. Cross Sections
9. Quantity Computation Book
10. Engineer's Cost Estimate

4. 100% Submittal

These services refer to the following packages:

- Final Utility Coordination Meeting
- 100% Design Plans Submittal

Utility Coordination – involves coordination prior to the 100% submittal. These tasks shall be done in accordance with the Appendix A of the Palm Beach County Thoroughfare Roadway Design Procedures.

The 100% Design Plan submittal will include:

1. Review comments for the 96% submittal addressed
2. All Permits Received

5. Final Submittal

This submittal shall be done in accordance with the Palm Beach County Thoroughfare Roadway Design Procedures.

6. Meetings

A representative from LDi and subconsultants as specified will attend the meetings as listed in the attached fee proposal.

C. Reimbursable Services

1. Field Survey

A Control Survey will be performed to establish the primary sectional and right-of-way control throughout the project limits. The survey control will be tied to the Florida State Plane Coordinate System using the County's most recent published adjustment. A baseline will be set with points at 100-foot intervals along the project alignment to provide control for the proposed roadway improvements.

A vertical control survey will be performed within the project limits to establish bench marks at a maximum of 1000-foot intervals as required by Palm Beach County. All elevations shall be referenced to NAVD 1988.

A Design Survey will be performed with topography located to 25 feet outside of the right-of-way lines. This will include all above ground utility locations. Survey limits will include STA. 14+00 (Interstate Park Road North) to STA. 33+00 (Blue Heron Boulevard), including an unnamed road north of the proposed culvert.

2. Printing

The costs for such printing will be billed to the County as shown on the fee proposal. CADD files will be submitted with the final submittal.

3. Permit Fees shall be billed to the County per the governing agency fee schedule.

D. Optional Services

1. Geotechnical Exploration

Tierra South Florida, Inc. will provide geotechnical exploration per their proposal.

2. Post Design

LDi will provide post design services in accordance with Project Activity 3, see attached.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project	Garden Road Widening	Consultant Name	LDI
County	Palm Beach	Consultant No.	12-015
PBC Proj No.	2011904	Date	6/21/2012

Staff Classification	Project Manager	Project Engineer	CADD Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
	✓ \$46.20	✓ \$34.65	✓ \$23.50			
4. Roadway Analysis	72	128	10	✓ 210	\$7,996.60	\$ 38.08
5. Roadway Plans	48	108	70	✓ 226	\$7,604.80	\$ 33.65
6. Drainage Analysis	12	40	20	✓ 72	\$2,410.40	\$ 33.48
7. Utilities	5	20	35	✓ 60	\$1,746.50	\$ 29.11
8. Environmental Permits	16	40	20	✓ 76	\$2,595.20	\$ 34.15
19. Signing & Marking Analysis	6	14	34	✓ 54	\$1,561.30	\$ 28.91
20. Signing & Marking Plans	8	20	36	✓ 64	\$1,908.60	\$ 29.82
Total Staff Hours	✓ 167	✓ 370	✓ 225	✓ 762		
Total Staff Cost	✓ \$7,715.40	✓ \$12,820.50	✓ \$5,287.50		✓ \$25,823.40	\$ 28.40

SALARY RELATED COSTS:		\$25,823.40
OVERHEAD:	✓ 166.00%	\$42,866.84
SUBTOTAL:		\$68,690.24
OPERATING MARGIN:	✓ 12.00%	\$8,242.83
TOTA LAST DEVENPORT FEE		\$76,933.07

BASIC SERVICES

LDI	\$76,933.07
Total Basic Services	✓ \$76,933.07

Reimbursables

LDI	✓ \$474.00
Brown & Phillips	✓ \$6,800.00
Total Reimbursable Services	✓ \$7,274.00

Optional Services

LDI	✓ \$3,991.53
Tierra South Florida	✓ \$1,410.00
Total Optional Services	✓ \$5,401.53

GRAND TOTAL

✓ \$89,608.60

✓ * 2.98 multiplier

Exhibit "A" - Page 6 of 22

Project Activity 4: Roadway Analysis

Estimator:

Garden Road Widening
0

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.4	Horizontal/Vertical Master Design Files	LS	1	80	80	1/3 mile total length
4.5	Cross Section Design Files	LS	1	72	72	100' sections
4.10	Computation Book & Quantities	LS	1	28	28	
4.11	Cost Estimate	LS	1	18	18	
Roadway Analysis Technical Subtotal					198	
4.14	Field Reviews	LS	2	3	6	
4.15	Technical Meetings	LS	2	3	6	2 review meeting with PBC
Roadway Analysis Nontechnical Subtotal					12	
4.19	Coordination	LS	%	0%	0	
4. Roadway Analysis Total					210	

Exhibit "A" - Page 7 of 22

Project Activity 5: Roadway Plans

Estimator:

Garden Road Widening
0

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	6	1	6	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	8	1	8	
5.5	Typical Section Sheets		Sheet	3	6	1	18	3 typical sections, 2 sheets - includes M.O.T. typical section
5.6	General Notes/Pay Item Notes		Sheet	1	8	1	8	
5.7	Summary of Quantities		Sheet	1	12	1	12	
5.13	Plan/Profile Sheet		Sheet	3	40	3	120	3 sheets
5.20	Intersection Layout Details		Sheet	1	30	1	30	
5.21	Miscellaneous Detail Sheets		Sheet	1	20	1	20	drainage structure details
5.37	SWPPP		Sheet	1	4	1	4	
Roadway Plans Technical Subtotal						11	226	
5.42	Supervision		LS	%	0%		0	
5. Roadway Plans Total						11	226	

Exhibit "A" - Page 8 of 22

Project Activity 6: Drainage Analysis

Estimator:

Garden Road Widening
0

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.3	Design of Cross Drains	EA	1	12	12	
6.9	Design of Storm Drains	EA	1	30	30	
6.11	French Drain Systems	Per 1000 Feet of French Drain	1	16	16	
6.16	Cost Estimate	LS	1	8	8	
6.18	Other Drainage Analysis	LS	1	0	0	analyze existing water management system
Drainage Analysis Technical Subtotal					66	
6.20	Technical Meetings	LS	2	3	6	1 person; 2 meetings
Drainage Analysis Nontechnical Subtotal					6	
6.24	Coordination	LS	%	0%	0	
6. Drainage Analysis Total					72	

Exhibit "A" - Page 9 of 22

Project Activity 7: Utilities

Estimator:

Garden Road Widening

0

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.2	Identify Existing UAO(s)	LS	5	2	10	
7.5	Preliminary Utility Meeting	LS	1	3	3	
7.6	Individual/Field Meetings	LS	1	4	4	
7.7	Collect and Review Plans and Data from UAO(s)	LS	1	16	16	
7.9	Utility Design Meeting	LS	1	6	6	
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	5	3	15	
7.11	Utility Coordination/Followup	LS	1	6	6	provide assistance to PBC Utility office to the budgeted hrs limit
7. Utilities Total					60	

Exhibit "A" - Page 10 of 22

Project Activity 8: Environmental Permits, Compliance and Clearances

Estimator:
Updated 080818

Garden Road Widening
0

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.1	Preliminary Project Research	LS	1	24	24	
8.2	Complete Permit Involvement Form	LS	1	6	6	
8.5	Complete And Submit All Required Permit Applications	LS	1	40	40	SFWMD - 40 hrs
8.15	Other Environmental Permits	LS	1	0	0	
Environmental Permits, Compliance and Clearances Technical Subtotal					70	
8.16	Technical Meetings	LS	3	2	6	3 meetings - 1 person
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					6	
8.19	Coordination	LS	%	0%	0	
8. Environmental Permits, Compliance and Clearances Total					76	

Exhibit "A" - Page 11 of 22

Project Activity 19: Signing and Pavement Marking Analysis

Estimator:

Garden Road Widening
0

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.3	Reference and Master Design File	LS	1	40	40	
19.7	Quantities	LS	5	2	10	assume 3 plan sheets
19.9	Cost Estimate	LS	1	4	4	
Signing and Pavement Marking Analysis Technical Subtotal					54	
19.13	Technical Meetings	LS	0	0	0	
Signing and Pavement Marking Analysis Nontechnical Subtotal					0	
19.17	Coordination	LS	%	0%	0	
19. Signing and Pavement Marking Analysis Total					54	

Exhibit "A" - Page 12 of 22

Project Activity 20: Signing and Pavement Marking Plans

Estimator:

Garden Road Widening
0

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	1	4	1	4	
20.2	Summary of Pay Items Including CES Input		LS	1	8	1	8	
20.3	Tabulation of Quantities		Sheet	1	12	1	12	
20.4	General Notes/Pay Item Notes		Sheet	1	4	1	4	
20.6	Plan Sheet		Sheet	3	12	3	36	
Signing and Pavement Marking Plans Technical Subtotal						7	64	
20.15	Supervision		LS	%	0%		0	
20. Signing and Pavement Marking Plans Total						7	64	

Exhibit "A" - Page 13 of 22

Project Activity R:
LDi Reimbursable

Garden Road Widening
0

Estimator:

Task No.	Task	Units	No. of Units	Unit	Total Hours	Comments
R.1.a	Prints 24" X 36"	LS	220	\$1.50	✓ \$330.00	Agency submittals
R.1.b	Prints 11" X 17"	LS	220	\$0.20	✓ \$44.00	PBC submittals
R.2	SFWMD Permit Fee	LS	1	\$100.00	✓ \$100.00	SFWMD No Notice Application Fee
R. Reimbursable Total					✓ \$474.00	

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project	Garden Road Widening	Consultant Name	LDi
County	Palm Beach	Consultant No.	12-015
PBC Proj No.	2011904	Date	6/21/2012

Staff Classification	Project Manager	Project Engineer	CADD Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
	✓ \$46.20	✓ \$34.65	✓ \$23.50			
3. Project Optional Services	20	12		32	\$1,339.80	\$ 41.87
Total Staff Hours	20	12		32		
Total Staff Cost	✓ \$924.00	✓ \$415.80	\$0.00		✓ \$1,339.80	\$ 41.87

SALARY RELATED COSTS:		\$1,339.80
OVERHEAD: ✓ 166.00%	✓	\$2,224.07
SUBTOTAL:		✓ \$3,563.87
OPERATING MARGIN: ✓ 12.00%	✓	\$427.66
TOTA LAST DEVENPORT FEE	✓	\$3,991.53

Optional Services	LDi	\$3,991.53
Total Optional Services		✓ \$3,991.53

2.99 multipli

Exhibit "A" - Page 15 of 22

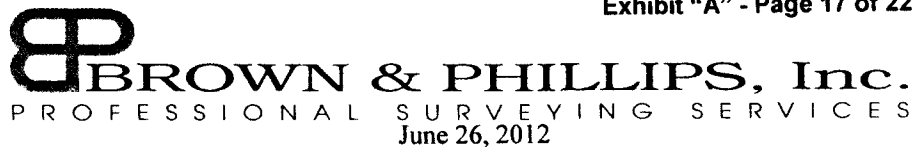
Project Activity 3: Project Optional Tasks

Estimator:
Updated 080818

Garden Road Widening

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1.12	Web Site	LS	1	0	0	
3.1 Public Involvement Subtotal					0	
3.8	Post Design Services	LS	20	1	20	Post design services up to the hourly limit
3.10	Other Project General Tasks	LS	12	1	12	1.5 hr/month for 13 months for general project coordination, phone calls & emails with PBC
3. Project Optional Tasks total					32	

Exhibit "A" - Page 16 of 22



Mr. Ronald Last
Last Devenport, Inc.
1860 Old Okeechobee Road
Suite 504
West Palm Beach, FL 33409

Re: Garden Road Turn Lane Roadway Design Survey

Dear Mr. Last:

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

Using the survey previously prepared by this office (Project 11-025) and the information supplied by Palm Beach County, we will establish the Right-of-Way for Garden 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 are shown on Attachment 'B'.

II. VERTICAL PROJECT NETWORK CONTROL

A level run will be performed along the route using the existing Palm Beach County benchmarks (NAVD 1988). Benchmarks will be set along the route, not exceeding 600 feet apart, so that we will have at least one benchmark per plan sheet. All benchmarks will be set outside of the proposed right of way.

III. BASELINE LAYOUT

We will lay out the baseline at 100-foot intervals setting appropriate points at each station. The baseline will be laid out within the limits of the 1,900 foot route. These baseline points will be used in the topographic and cross section phase to locate features and facilitate checks.

IV. REFERENCE POINTS

We will reference the baseline at intervals not exceeding 1400 feet along the route. These points will be used to replace disturbed baseline stations. We propose to set two references.

V. SECTION TIES AND PROPERTY TIES

We will tie in section corners and property corners along the route to check the present alignment of Garden Road. We will try to locate as many corners as possible to positively establish the current right of ways.

Last
June 26, 2012
Page 2

VI. TOPOGRAPHY

A topographic survey will be performed along the route. This survey will tie in all visible features such as, but not limited to, signs, light poles, guardrails, utilities, walks, edge of pavement, curbing, drainage structures, trees, etc. These locations will show all features within the corridor from right of way to right of way extending to 10 feet outside the proposed right of way if provided.

VII. CROSS SECTIONS

Cross sections will be done along the route at 100-foot intervals. These cross sections will cover the roadway to the right of way lines and extend to 25 feet outside of the right of way.

VIII. ASBUILTS

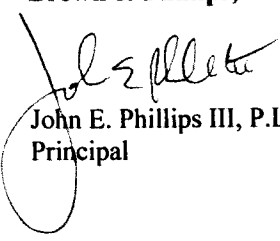
We will attempt to get asbuilt information on all the pipes leading out of any storm or sanitary sewer structures found. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes.

IX. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide Last Devenport, Inc. with an AutoCAD file in the version requested. Any additional work will be done on an hourly basis as approved by you. We will perform the scope of services for a lump sum fee of \$6,800.00 (see Attachment 'A' for an hourly breakdown). 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/mb

Accepted This _____ Day of _____, 2012

Last Devenport, Inc.

By: _____

Print Name: _____

B BROWN & PHILLIPS, Inc.
PROFESSIONAL SURVEYING SERVICES

ATTACHMENT 'A'

Garden Road Turn Lane

Type of Survey: Roadway Design

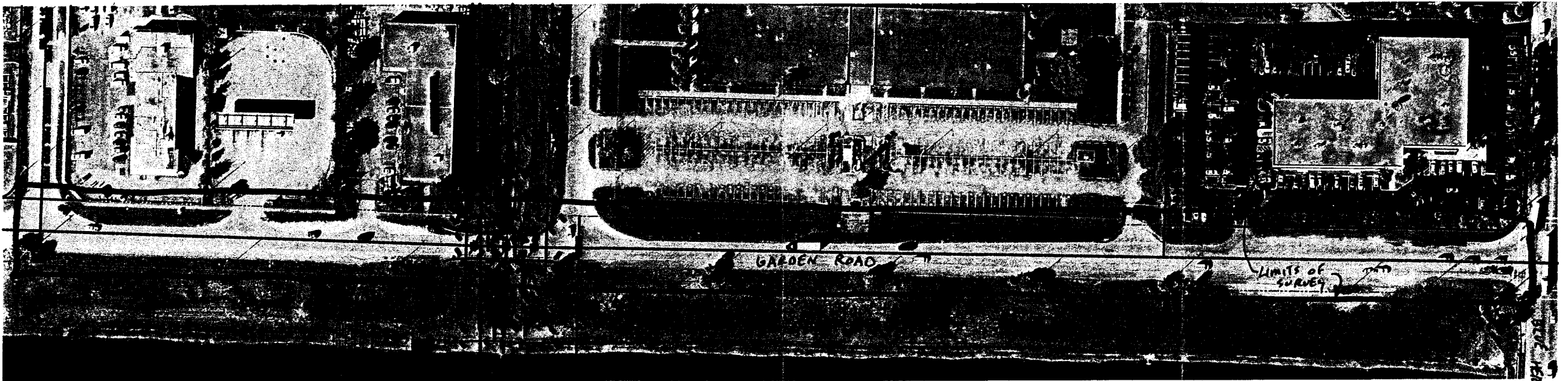
Size: 1,900'±

Date: June 26, 2012

TASK	2 MAN CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination					
Horizontal Project Network Control	3		3	2	Establish control and right-of-way
Vertical Project Network Control	2		0.5		Set benchmarks along corridor
Baseline Layout	1				Layout baseline at 100' intervals
Reference Points	2		0.5		Set references for two points
Subdivision & Property Ties	2		1		Tie in adjoining property corners
Topography	18		4	0.5	Locate all above ground features including trees in R/W
Cross Sections	6		1	0.5	At 100' intervals to 25' outside R/W
Asbuilts	1		0.5		Asbuilt storm structures
CADD Base Drawing		14	4	2	Prepare cadd drawing
			1	0.5	
Total Hours:	✓ 35	✓ 14	✓ 15.5	✓ 5.5	
Rate/Hour	✓ \$110.00	✓ \$75.00	✓ \$80.00	✓ \$120.00	
Subtotal:	✓ \$3,850.00	✓ \$1,050.00	✓ \$1,240.00	✓ \$660.00	
Total Labor Cost:					✓ \$6,800.00

Other Direct Costs:	<u>quantity</u>	<u>unit</u>	<u>cost/unit</u>	<u>total</u>
Legal Description & Sketch		each	\$450.00	\$0.00
Prints		sheet	\$1.50	\$0.00
Shipping		cost x markup	1.20	\$0.00
Total Other Direct Costs:				\$0.00

TOTAL PRICE ✓ \$6,800.00



RED HAN



Exhibit "A" - Page 21 of 22

June 21, 2012

TO: Last Devenport, Inc
1860 Old Okeechobee Road., Suite 504
West Palm Beach, Florida 33409

Attention: Mr. Ron Last, P.E., LEED AP

SUBJECT: Borehole Permeability Tests
City of Riviera Beach, Florida
TSF Proposal No. 1206-218

Dear Ron:

Tierra South Florida, Inc. (TSF) is pleased to submit this proposal for performing Borehole Permeability tests (BHP) at the above reference site. This letter presents our proposed scope of services, anticipated schedule and fees for the geotechnical work.

SCOPE OF WORK

A total of two (2) Borehole Permeability tests will be performed at locations provided or approved by you.

Prior to drilling at the project site, TSF will notify the local utility companies and request that underground utilities be marked. Our experience, however, is that the utility companies will not mark privately owned utilities. Our proposal assumes that private utility lines will be located in the field by others prior to mobilization of the drill rig. TSF will recommend a utility line locating service upon request.

Upon completion of the field-testing, a report will be issued which contains the percolation test results.

SCHEDULE

TSF will proceed with the work immediately upon approval. With our present schedule, upon utility clearance, the fieldwork will take one day to complete. The written report can be submitted within a few days after completion of the field test. For our records, please sign and fax/email a copy of this proposal to our office.

Last Devenport, Inc
 Proposal No. 1206-218

COMPENSATION

The work will be billed on a unit price basis, at the unit rates shown below.

- I. **Mobilization and Project Initiation**
 Lump Sum ✓ \$ 350.00

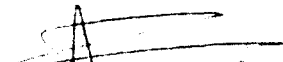
 - II. **Field Work**
 BHP, 2 tests @ \$275.00 ✓ \$ 550.00

 - III. **Utility/Access Coordination, Layout and Reporting Results**
 Senior Technician 4 hours @ \$65/hour ✓ \$ 260.00
 Senior Engineer 2 hour @ \$125/hr ✓ \$ 250.00
- TOTAL PROJECT COST: ✓ \$ 1,410.00**

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. If you should have any questions concerning our proposal, please contact our office.

Respectfully submitted,

TIERRA SOUTH FLORIDA, INC.


 Kumer Vedula, P.E.
 Principal Engineer

AUTHORIZED BY:	INVOICE TO:
Firm:	Firm:
Name:	Name:
Title:	Address:
Date:	Phone #:
	Fax #:

EXHIBIT "B"

CERTIFICATION STATEMENTS

Exhibit "B" - Page 1 of 2

Project: Garden Road Bridge - Culvert
Project No.: 2011904

Consultant/Annual Consultant: Last Devenport, Inc.

TRUTH-IN-NEGOTIATION STATEMENT

By entering into this Agreement, the **CONSULTANT/ANNUAL CONSULTANT** certifies that the wage rates and costs used to determine the lump sum fees contained in herein are accurate, complete and current as of the date of this 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

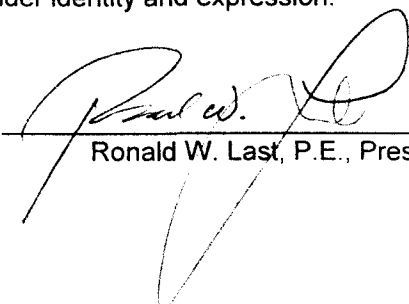
By entering into this Agreement the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed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



Ronald W. Last, P.E., President

EXHIBIT "C"

PARTICIPATION FOR MWBE/SBE CONSULTANTS

Supplement Number 2 Date

Project Name: Garden Road Bridge - Culvert

Project Number: 2011904

Prime Vendor: Last Devenport, Inc.

Resolution Number:

Telephone: (561) 615-6567

Resolution Date:

Contact: Ronald Last

Department: Engineering & Public Works

Total Supplement Amount \$89,608.60

Minority Sub-Consultant	Type of Work Performed	Contract Dollar Amount for Sub-Consultant						Pct
		Black	Hispanic	Women	Other	White Male		
Last Devenport, Inc. 1860 Old Okeechobee Road, Suite 50 WEST PALM BEACH, FL 33409 (561) 615-6567	MWBE	0.00	0.00	0.00	0.00		0.0%	
	SBE	0.00	0.00	0.00	0.00	76,933.07	85.9%	
Last Devenport, Inc. 1860 Old Okeechobee Road, Suite 50 WEST PALM BEACH, FL 33409 (561) 615-6567	MWBE	0.00	0.00	0.00	0.00		0.0%	
	SBE	0.00	0.00	0.00	0.00	474.00	0.5%	
Brown & Phillips, Inc. 1860 OLD OKEECHOBEE ROAD, SU WEST PALM BEACH, FL 33409 (561) 615-3988	MWBE	0.00	0.00	0.00	0.00		0.0%	
	SBE	6,800.00	0.00	0.00	0.00	0.00	7.6%	
Last Devenport, Inc. 1860 Old Okeechobee Road, Suite 50 WEST PALM BEACH, FL 33409 (561) 615-6567	MWBE	0.00	0.00	0.00	0.00		0.0%	
	SBE	0.00	0.00	0.00	0.00	3,991.53	4.5%	
Tierra South Florida, Inc. 2765 VISTA PKY STE 10 WEST PALM BEACH, FL 33411 (561) 687-8536	MWBE	0.00	0.00	0.00	0.00		0.0%	
	SBE	0.00	0.00	0.00	1,410.00	0.00	1.6%	
Total MWBE		0.00	0.00	0.00	0.00		0.0%	
Percentage		0.00%	0.00%	0.00%	0.00%			
Total SBE		6,800.00	0.00	0.00	1,410.00	81,398.60	100.0%	
Percentage		7.59%	0.00%	0.00%	1.57%	90.84%		

SCHEDULE 1

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

PROJECT NAME OR BID NAME: Garden Road Bridge - Culvert

PROJECT NO. OR BID NO.: 2011904

NAME OF PRIME BIDDER: Last Devenport, Inc.

ADDRESS: 1860 Old Okeechobee Road, Suite 504 West Palm Beach, FL 33409

CONTACT PERSON: Ronald W. Last

PHONE NO.: (561) 615-6567 FAX NO.: (561) 683-0872

BID OPENING DATE: _____

USER DEPARTMENT: Engineering & Public Works

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Last Devenport, Inc. 1860 Old Okeechobee Road, Suite 504 West Palm Beach, FL 33409 (561) 615-6567	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	90.84%	_____
2. Brown & Phillips, Inc. 1860 Old Okeechobee Road, Suite 509 West Palm Beach, FL 33409 (561) 615-3988	<input type="checkbox"/>	<input checked="" type="checkbox"/>	7.59%	_____	_____	_____	_____
3. Tierra South Florida 2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411 (561) 687-8539	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	_____	(Asian) 1.57%
4. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)		Total	7.59%	_____	_____	90.84%	1.57%

Total Bid Price \$ 89,608.60

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 100%

- Note:
- The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 - Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and N/WBE, please indicate the dollar amount or percentage under the appropriate category.
 - M/WBE information is being collected for tracking purposes only.

Revised 03/15/2011

Exhibit "C" - Page 2 of 2

EXHIBIT "D"

USBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR Exhibit "D" - Page 1 of 2

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor is SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 2011904 PROJECT NAME: Garden Road Bridge – Culvert

TO: Last Devenport, Inc.
 (Name of Prime Bidder)

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

Small Business Enterprise Minority Business Enterprise
 Black Hispanic Women Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: January 25, 2010 to January 24, 2013

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>Roadway Design Survey for turn lane</u>	<u>1</u>	<u>LS</u>	<u>\$6,800.00</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

at the following price or percentage
\$6,800.00 (7.59%)
 (Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price and/or Percentage _____ / _____
 (Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Last Devenport, Inc.
 Print name of Prime Contractor
 By: [Signature]
 Signature
ROSA P. W. LAST / PRESIDENT
 Print name/title of person executing on behalf
 Prime Contractor

Brown & Phillips, Inc.
 Print name of SBE-M/WBE Subcontractor
 By: [Signature]
 Signature
John E. Phillips, III, President
 Print name/title of person executing on behalf
 of SBE/M/WBE Subcontractor

Revised 10/11/2011 Date: July 19, 2012

Client#: 10237

LASTDEV3

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/08/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

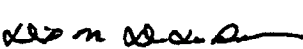
PRODUCER ISU Suncoast Insurance Assoc P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200	CONTACT NAME: PHONE (A/C, No, Ext): 813 289-5200 FAX (A/C, No): 8132894561 E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAC #</th> </tr> <tr> <td>INSURER A : Phoenix Insurance Company</td> <td></td> <td>25623</td> </tr> <tr> <td>INSURER B : Travelers Casualty & Surety Co</td> <td></td> <td>31194</td> </tr> <tr> <td>INSURER C : XL Specialty Insurance Company</td> <td></td> <td>37885</td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAC #	INSURER A : Phoenix Insurance Company		25623	INSURER B : Travelers Casualty & Surety Co		31194	INSURER C : XL Specialty Insurance Company		37885	INSURER D :			INSURER E :			INSURER F :	
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INSURER D :																					
INSURER E :																					
INSURER F :																					
INSURED Last Devanport, Inc. 1860 Old Okeechobee Road Suite 504 West Palm Beach, FL 33409																					

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR NYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	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-ECT <input type="checkbox"/> LOC		6806691L178	12/01/2011	12/01/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	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		6806691L178	12/01/2011	12/01/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	UB7872Y561	12/10/2011	12/10/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
C	Professional Liability		DPR9698008	12/01/2011	12/01/2012	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Professional Liability coverage is written on a claims-made and reported basis.
 (See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County 2300 North Jog Road Suite 3W-33 West Palm Beach, FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

RE: FOR ALL PROJECTS WITH PALM BEACH COUNTY.
Palm Beach County Board of County Commissioners, a political subdivision of the state of Florida, its officers, employees and agents are listed as additional insureds with respects to the General Liability and Auto Liability policy. Professional Liability Retroactive Date is 12/01/2003.

LDi Last Devenport, Inc.
PROFESSIONAL CONSULTING SERVICES

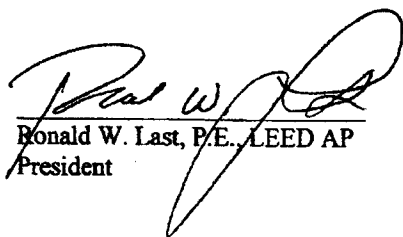
July 12, 2012

Palm Beach County
Roadway Production Division
2300 N. Jog Road, Suite 3W-33
West Palm Beach, FL 33411-2745

To Whom It May Concern:

Last Devenport, Inc. (LDi) does not have any corporate vehicles.

Sincerely


Ronald W. Last, P.E., LEED AP
President

2012 _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY
BUDGET Transfer

BGEX 073012-1793

FUND Road Impact Fee - Zone 1

ACCOUNT NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 07/30/12	REMAINING BALANCE
GARDEN ROAD CULVERT								
	3501-361-1347-6505 Design/Eng/Mgmt-CIP Admin	0	0	134,421	0	134,421	0	134,421
RESERVES								
	3501-361-9900-9912 Res-Fair Share Project	36,199,324	32,901,795	0	134,421	32,767,374		
				134,421	134,421			

Engineering & Public Works
Administration / Budget Approval
OFMB Department - Posted

SIGNATURE
Alice Proslanew

DATE
7/30/12

By Board of County Commissioners
At Meeting of 09/11/12

Deputy Clerk to the
Board of County Commissioners

Attachment 4