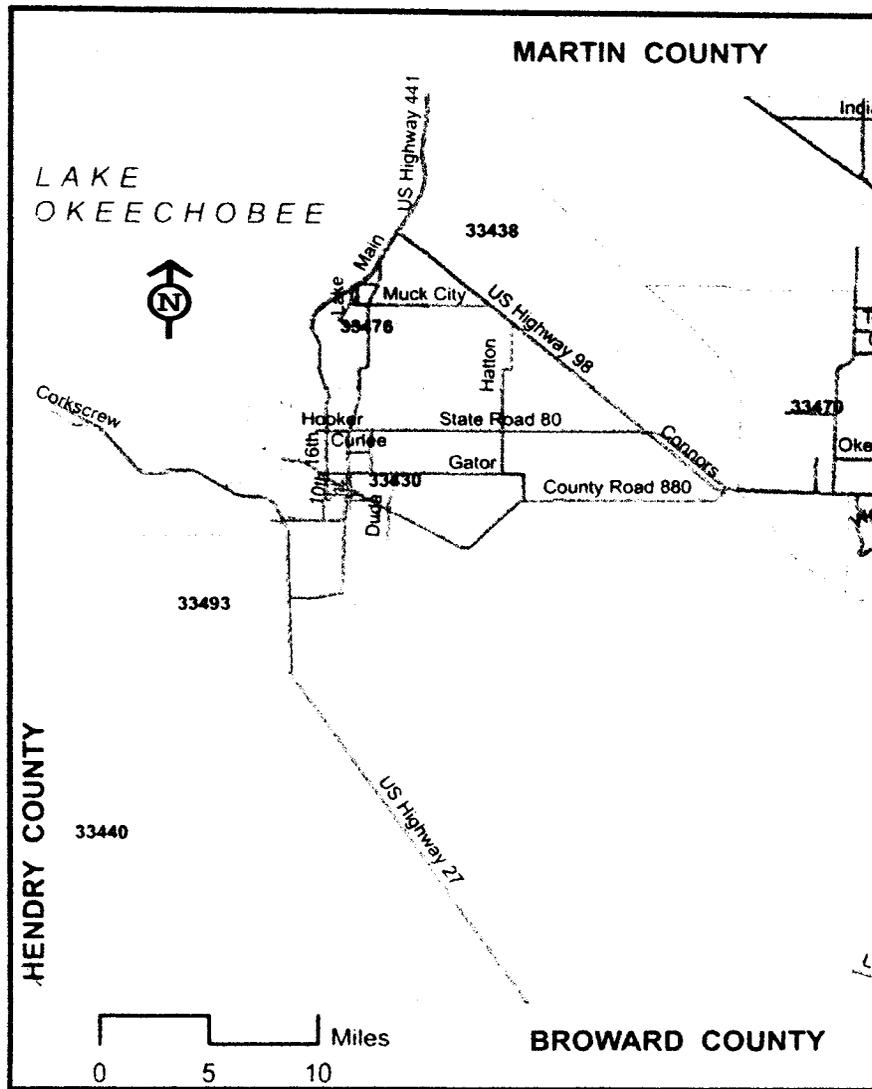


Glades Region Master Plan
Highway Network Reevaluation
Palm Beach County Project No. 2012057



**GLADES AND LAKE AREA
WESTERN COUNTY**

LOCATION MAP



**Department of Engineering
and Public Works**

P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Shelley Vana, Chair

Steven L. Abrams, Vice Chairman

Karen T. Marcus

Paulette Burdick

Burt Aaronson

Jess R. Santamaria

Priscilla A. Taylor

County Administrator

Robert Weisman

October 31, 2012

Leftwich Consulting Engineers, Inc.
12151 Science Drive, Suite 101
Orlando, FL 32826
Attn: Mr. D. Scot Leftwich, P.E., President

**RE: GLADES REGION MASTER PLAN
HIGHWAY NETWORK REEVALUATION
PALM BEACH COUNTY PROJECT NO. 2012057
NEW PROJECT AGREEMENT DATED OCTOBER 31, 2012
ACCT. NO.: 1542-363-R046-6505 COMMISSION DISTRICT: 6**

Dear Mr. Leftwich:

This letter serves as your "Notice to Proceed" with the Professional Services for the above referenced project, which was approved by the County Engineer on October 31, 2012. Please note that the Agreement requires separate specific authorization from the County prior to proceeding with any **Optional Services**.

Compensation for these services are approved as follows, and are not to be exceeded without authorization from Palm Beach County: **Basic Services** (Lump Sum) \$32,504.94; for a total amount of **\$32,504.94**.

Final completion of services under this authorization shall be performed in an expeditious manner so as not to impact the current schedule, or as otherwise requested by the County in writing.

If you have any questions please feel free to contact me, at 561-684-4149.

Sincerely,

David Young, P.E., Special Projects Manager

DLY:jd

Attachment

pc: Administrative Services, Fiscal (NTP)
Contract Development & Control
Finance Department
Allan Ennis, Assistant Director, Traffic Division
CCNA File (w/original)
Roadway Project File

ec: Omelio A. Fernandez, P.E., Director, Roadway Production Division
David Young, P.E., Special Projects Manager, Roadway Production Division
Jorge Hernandez, TA III, Roadway Production Division
Rose Ann Clements, TA II, Roadway Production Division

F:\ROADWAY\CCNA\2012\2012057\Project_NTP_GTW.doc

"An Equal Opportunity
Affirmative Action Employer"

PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into on October 31, 2012, between PALM BEACH COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and LEFTWICH CONSULTING ENGINEERS, INC., hereinafter referred to as the "Consultant".

WITNESSETH:

That the said Consultant, having been awarded the contract for the:

Glades Region Master Plan
Highway Network Reevaluation
Palm Beach County Project #2012057

in accordance with the:

Long Range Transportation Planning Services Contract with the Palm Beach Metropolitan Planning Organization, hereinafter referred to as MPO, commencing on May 15, 2008 and extended through June 30, 2013, as amended.

The terms of said contract are hereby incorporated by reference, and as amended in the attached Exhibit A, and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the Consultant and the County, the Consultant hereby covenants and agrees to and with the County to undertake and execute all of the said named work, utilizing the skill, efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for the work, to fully complete all work in accordance with all requirements of the Contract Documents and in accordance with all applicable codes and governing regulations, within the time frame specified in this Contract. All references to MPO shall be construed as references to Palm Beach County, its Departments, Divisions and assigns.

Attachment 2 – Page 3 of 21

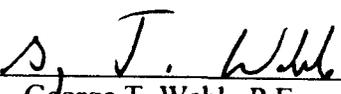
Consultant agrees to accept as full compensation for the satisfactory performance of this Contract the sum of Thirty-two Thousand Five Hundred Four Dollars 94/100 (\$32,504.94), as detailed in the attached Exhibit B. Said compensation shall be for the completed work, including all expense, direct or indirect, connected with the proper execution of the work. It is understood that the Consultant holds and will maintain current appropriate certification and/or license for the purpose of performing the specified work pursuant to this Contract. The time limit for completion of all work under this contract shall be 270 calendar days. The date fixing the beginning of this period upon the calendar shall be established and stated in the Notice to Proceed.

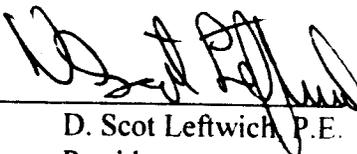
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IN WITNESS WHEREOF, the parties have made and executed this Contract as of the day and year first above written.

OWNER:
Palm Beach County, Florida

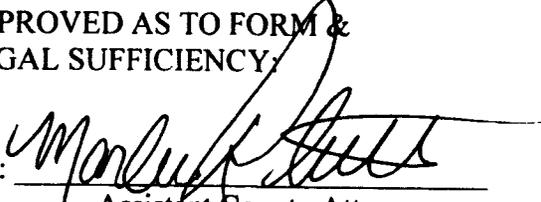
CONSULTANT:
Leftwich Consulting Engineers, Inc.

BY: 
George T. Webb, P.E.
County Engineer

BY: 
D. Scot Leftwich, P.E.
President

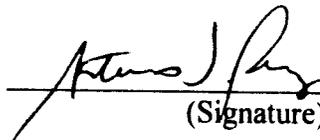
CORPORATE SEAL

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: 
Assistant County Attorney

ATTEST WITNESS:

BY: ARTURO J. PEREZ
(Print Name)


(Signature)

APPROVED AS TO TERMS
AND CONDITIONS:

BY: 

BY: JAMES M. TAYLOR
(Print Name)

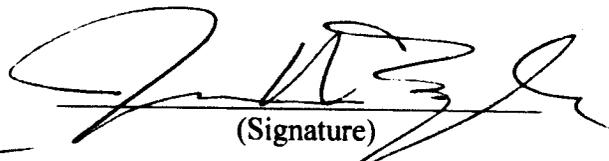

(Signature)

EXHIBIT A

Amendments to MPO Contract

MPO Contract dated May 15, 2008, as previously amended, is hereby amended as follows:

1. Add the following Article 35 – Office of the Inspector General

Article 35 – Office of the Inspector General

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and audit, investigate, monitor, and inspect the activities of the Consultant, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

2. Add the following Article 36 – HUD Cooperative Agreement

Article 36 – HUD Cooperative Agreement

The Consultant will comply with all applicable certifications, reporting and other requirements of the HUD Cooperative Agreement, a copy of which has been provided to the Consultant, is in the files of both parties, and incorporated herein by reference.

All other provisions of MPO Contract dated May 15, 2008, as previously amended, shall continue in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT B
Consultants' Proposal

Attachment 2 - Page 6 of 21



12151 Science Drive
Suite 101
Orlando, FL 32826
Phone (407) 281-8100
Fax (407) 282-7100
www.lce-fl.com

September 12, 2012

Ms. Alexis Willhite, Director
Administrative Services
PBC Department of Engineering and Public Works
2300 North Jog Road
3rd Floor Roadway Production
West Palm Beach, Florida 33411

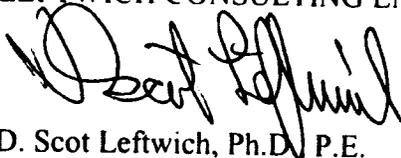
RE: Glades Grant

Dear Ms. Willhite:

Enclosed herewith please find our Expanded Scope of Services for Grant Agreement with reference to the above project. Leftwich Consulting is excited to work with you on this project.

Sincerely,

LEFTWICH CONSULTING ENGINEERS, INC.

A handwritten signature in black ink, appearing to read 'D. Scot Leftwich', is written over the printed name.

D. Scot Leftwich, Ph.D. P.E.
President

DSL/ps
Enclosure

cc: Allan Ennis
✓David Young

OK.
AMS
5/6/2012

EXPANDED SCOPE OF WORK FOR GRANT AGREEMENT

Work Task #2

Re-evaluation of Glades Area Highway Network as shown in the County Comprehensive Plan (on Thoroughfare Right-of-Way Identification Map and on Future 2020 Roadway System Number of Lanes Map)

Since both the Thoroughfare Map and Number of Lanes Map were prepared about 30 years ago, they do not account for the travel demands of more recent development approvals (including the ILC) and have several inconsistencies between them. Re-evaluation of the network will be done based upon new development information collected from the County's TPS and Project Approval Databases. This information will be converted into updated socio-economic data in the format required for running the Metropolitan Planning Organization (MPO) model. The MPO model will be calibrated for the Glades Sub-Area and run with the updated data to produce a highway network adequate to accommodate projected future demands.

1) Identify existing and proposed major employment locations and attractions Coordinate with Planning, Zoning, and Economic Development staff so that all land use amendments and development approvals are included.

Deliverable: Review of data provided by PBC

2) Identify inconsistencies between Thoroughfare Map, 2020 Number of Lanes Map, and MPO Model Network. Define a base highway network.

Deliverable: Review of network differences provided by PBC

3) Define subarea and do calibration of model for this area with base year socio-economic data.

Deliverable: Short Technical Memorandum on calibration results

4) Convert future land use information from Planning/Zoning/TCRPC charrettes into socio-economic inputs for Model.

Deliverable: Review of SE data to be used in model

5) Run calibrated Model with base highway network and future year socio-economic data.

Deliverable: Plots with 2035 volumes

EXPANDED SCOPE OF WORK FOR GRANT AGREEMENT

Work Task #2

6) Identify alternative highway networks to handle travel demand and maximize access. Evaluate impacts of each. Present alternatives and impacts at TCRPC charrette.

Deliverable: One-page summary

7) Select preferred network after charrette and staff analysis.

Deliverable: Review of preferred network

Work Task 2

LCE Deliverables

Subtask 1: Review of data provided by PBC

Subtask 2: Review of network differences provided by PBC

Subtask 3: Short Technical Memorandum on calibration results

Subtask 4: Review of SE data to be used in model

Subtask 5: Plots with 2035 volumes

Subtask 6: 1-Page summary

Subtask 7: Review of preferred network

Palm Beach MPO
Task Order 10-3

Description (Work Task 2)	✓ \$90.00 DSL	✓ \$50.48 AJP	✓ \$38.23 CND	✓ \$38.23 JMT	Total
1) Identify existing and future LU	1		4		5
2) Identify network differences		1		4	5
3) Define subarea and calibrate	24	118		4	146
4) Covert LU into model SE data	1	2			3
5) Run model with base network and future SE data	2	32			34
6) Identify alternative networks to handle travel demand	2	2			4
7) Select preferred network after charrette and staff analysis	1		2		3
Total Hours	✓ 31	✓ 155	✓ 6	✓ 8	✓ 200
	✓ \$2,790.00	✓ \$7,824.40	✓ \$229.38	✓ \$305.84	✓ \$11,149.62

Overhead rate	✓ 154.72%	✓ \$17,250.69
FCCM	✓ 6.474%	✓ \$721.83
Direct Expenses	✓ 0.34%	✓ \$37.91
Profit margin	✓ 30.00%	✓ \$3,344.89
Total fee		✓ \$21,355.32
		✓ \$32,504.94

2.86 multiplier

EXHIBIT C
Certification Statement

CERTIFICATION STATEMENTS

Attachment 2 – Page 13 of 21

Project: Glades Region Master Plan – Highway network Reevaluation
Project No.: 2012057

Consultant/Annual Consultant: Leftwich Consulting Engineers, 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

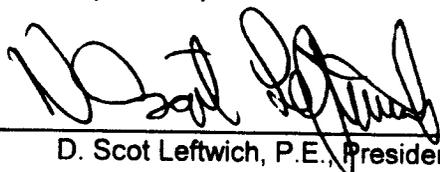
By entering into this Agreement the **CONSULTANT/ANNUAL CONSULTANT** warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the **CONSULTANT/ANNUAL CONSULTANT** to solicit or secure this Agreement and that they have not paid or agreed 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.



D. Scot Leftwich, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Glades Region Master Plan – Highway Network Reevaluation
Project No.: 2012057

CONSULTANT/ANNUAL CONSULTANT 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:

_____ *NA* _____

(Attach additional sheets as needed.)

CONSULTANT/ANNUAL CONSULTANT further represents that no person having any interest shall be employed for said performance. By signing below, CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT'S/ANNUAL CONSULTANT'S judgment or quality of services being provided to the County.

CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT'S/ANNUAL CONSULTANT'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 CONSULTANT/ANNUAL CONSULTANT 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 CONSULTANT/ANNUAL CONSULTANT.

If, in the sole opinion of the COUNTY, the prospective business association, interest or circumstance of CONSULTANT/ANNUAL CONSULTANT would constitute an unacceptable conflict of interest to the COUNTY, the COUNTY shall so state in the notification and the CONSULTANT/ANNUAL CONSULTANT shall not enter into said association, interest or circumstance.

THIS DISCLOSURE is submitted by D. Scot Leftwich, P.E., as
(Name of Individual)

President, of Leftwich Consulting Engineers, Inc.
(Title/Position) (Firm Name of CONSULTANT/ANNUAL CONSULTANT)

who hereby certifies that the information stated above is true and correct. Further, it is hereby acknowledged that any misrepresentation by the CONSULTANT/ANNUAL CONSULTANT on this Disclosure is considered an unethical business practice and is grounds for sanctions against future County business with the CONSULTANT/ANNUAL CONSULTANT.

D. Scot Leftwich 9-25-12
(Signature) (Date)

EXHIBIT D
SBE MWBE Participation

PARTICIPATION FOR MWBE/SBE CONSULTANTS
Contract

Project Name: Glades Region Master Plan - Highway Network Reevaluation **Project Number:** 2012057
Prime Vendor: Leftwich Consulting Engineers, Inc. **Resolution Number:**
Telephone: (407) 281-8100 **Resolution Date:** 9/25/2012
Contact: D. Scot Leftwich, Ph.D, P.E. **Department:** Engineering & Public Works

MINORITY SUBCONTRACTORS

There are no minority subcontractors for this contract

SCHEDULE 1

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

PROJECT NAME OR BID NAME: Glades Region Master Plan - Highway Network Reevaluation PROJECT NO. OR BID NO.: 2012057
 NAME OF PRIME BIDDER: Leftwich Consulting Engineers, Inc. ADDRESS: 12151 Science DR, Orlando FL 32826
 CONTACT PERSON: D. Scot Leftwich PHONE NO.: 407-281-8100 FAX NO.: 407-249-2212
 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.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total _____

Total Bid Price \$ 32,504.94 Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 0

- 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.

**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY
BUDGET AVAILABILITY STATEMENT**

DATE: September 28, 2012

TO: Omelio Fernandez, Director
Roadway Production
Attn: David L. Young/JaeAnn Dean

FROM: Alexis T. Willhite, Director
Administrative Services *A. Willhite*

RE: Community Challenge Planning Grant
Highway Network Evaluation
Project # 20120057
Leftwich Consulting Engineers, Inc. (LEFT0001)
Consultant Services Authorization
New Task Authorization \$32,504.94

BOARD MEETING DATE: N/A

FISCAL IMPACT LOCATION: F:\COMMON\WP\AgendaPage2\ N/A

FUNDING STATUS: FULLY FUNDED

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 1542 Dept 363 Unit R046 Object 6505

Recommended Sources of Funds/Summary of Fiscal Impact:

HUD Community Challenge Planning Grant
Challenge Grant
Highway Network Evaluation

Task Authorization	
Basic Services	\$32,504.94
Total Authorization	\$32,504.94
Staff Costs (Grant Match - will not be charged)	
Traffic	\$ 3,255.00
Total Cost	\$35,759.94

This BAS is valid for up to ninety days from its date of issuance.
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REQUEST FOR BUDGET AVAILABILITY STATEMENT
FOR A
NEW PROJECT AGREEMENT

Attachment 2 – Page 19 of 21

TO: *Ruth Pannunzio*
Fiscal Specialist III



REQUEST DATE: September 26, 2012

PROJECT TITLE/LIMITS: Glades Region Master Plan – Highway Network Reevaluation

PROJECT NUMBER: 2012057

CONTRACT TYPE CODE: PSC

COMMISSION DISTRICT: 6

CONSULTANT NAME: Leftwich Consulting Engineers, Inc.

New Project Agreement to be approved by the County Engineer.

AUTHORIZATION AMOUNT: \$32,504.94

Basic Services: \$32,504.94 (Long Range Transportation Planning Services).

Please Provide A Brief Statement Of The Scope Of Services To Be Provided By The Consultant.
Consultant Services Authorization to provide a reevaluation of the Glades Area Highway Network as shown in the County Comprehensive Plan (on Thoroughfare Right-of-Way Identification Map and on Future 2020 Roadway System Number of Lanes Map). Since both the Thoroughfare Map and Number of Lanes Map were prepared about 30 years ago, they do not account for the travel demands of more recent development approvals (including the ILC) and have several inconsistencies between them. Reevaluation of the network will be done based upon new development information collected from the County's TPS and Project Approval Databases. This information will be converted into updated socio-economic data in the format required for running the Metropolitan Planning Organization (MPO) model. The MPO model will be calibrated for the Glades Sub-Area and run with the updated data to produce a highway network adequate to accommodate projected future demands. Tasks include: identify existing and future land use; identify network differences; define subarea and calibrate; convert land use into model socio-economic (SE) data; run model with base network and future SE data; identify alternative networks to handle travel demand and select preferred network after charrette and staff analysis.

DESIRED CONTINGENCY: \$ 0.00

ESTIMATED ADDITIONAL PROJECT SUPPORT COSTS RELATED TO THIS SUPPLEMENT:

STAFF COSTS (BY DIVISION)	
ROADWAY PRODUCTION	\$ <u>0.00</u>
RIGHT OF WAY	\$ <u>0.00</u>
SURVEY	\$ <u>0.00</u>
TRAFFIC	\$ <u>3,255.00</u>

BUDGET ACCOUNT NUMBER (IF KNOWN):

FUND	DEPT	UNIT	OBJECT
_____	_____	_____	_____

*** To be funded from the Community Challenge Planning Grant (CCPG). ***

BAS REQUESTED BY: David L. Young / JaeAnn Dean / Roadway Production Division
CONSULTANT SERVICES AUTHORIZATION TO BE APPROVED BY: County Engineer
ANTICIPATED DATE OF APPROVAL: Upon receipt of BAS

DESCRIPTIONS (Continued from Page 1)

Attachment 2 – Page 21 of 21

Officers, Employees, and Agency are listed as additional insured with respect to the General Liability and Automobile Liability policies where required by a written contract prior to a loss per policy terms and conditions. Professional Liability coverage is written on a claims-made and reported basis.