

Agenda Item #: 3-C-13

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: February 24, 2009

Consent Regular
 Workshop Public Hearing

Department:

Submitted By: Engineering & Public Works

Submitted For: Roadway Production Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: The renewal of the Civil Engineering Annual Agreements with Keshavarz & Associates, Inc., whose original Agreement was dated April 10, 2007, R2007-0460 and Last Devenport, Inc., whose original Agreement was dated April 10, 2007, R2007-0461.

SUMMARY: Approval of these Renewal Agreements will extend for one year, required professional services on a task order basis.

Countywide (PK)

Background and Justification: In accordance with Board of County Commissioners adopted procedures pursuant to Florida Statutes 287.055 Consultants Competitive Negotiations Act, the above listed consulting firms were selected to perform professional services relative to Palm Beach County (County) needs, and are presently under agreement with the County on an annual contractual basis. This is the second and final renewal of these firm's Agreements. It is the consensus of the user departments that these consulting firms have, within the provisions of their Agreements, provided the professional services requested by the County. Since they remain in good standing and wish to continue to provide the professional services as indicated in their Agreements, the County agrees to renew their Agreements for one year.

These Renewal Agreements have been reviewed with the above listed consulting firms, and staff recommends the second and final renewal of the Annual Agreements. This transaction will maintain the continuous process of professional services required by the County.

Attachments:

- 1. Renewal Agreements with Exhibits and Certificate of Insurance (2)

Recommended By: *Ornelis A Fernandez* 1/26/09 *Willa*
Director Date

Approved By: *S. J. Webb* 2/3/09
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2009	2010	2011	2012	2013
Capital Expenditures	-0-	-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	*	-0-	-0-	-0-	-0-
# ADDITIONAL FTE	-0-	-0-	-0-	-0-	-0-
POSITIONS (CUMULATIVE)	-0-	-0-	-0-	-0-	-0-

Is Item Included in Current Budget? Yes ___ No ___

Budget Account No.:

Fund Agency Organization Object Amount

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

C. Departmental Fiscal Review:

[Signature]

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Administration Comments:

* Fiscal impact is indeterminable at this time, work will be performed on a task order basis.

[Signature] 2-5-09
OFMB
MD 2/5/09
SW 2/4
CW 2/4/09

[Signature] 2/6/09
Contract Administration
C. Gene 2/6/09

This item complies with current County policies.

B. Legal Sufficiency:

[Signature] 2/9/09
Assistant County Attorney

C. Other Department Review:

Department Director

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



KESHAVARZ & ASSOCIATES
Civil Engineers – Land Surveyors

January 7, 2009

Palm Beach County Board of Commissioners
C/O: Engineering & Public Works Department
2300 N. Jog Road
West Palm Beach, FL 33411-2745
Attention: David Young, P.E., Special Projects Manager

Renewal Agreement

RE: CIVIL ANNUAL AGREEMENT (R2007-0460) DATED APRIL 10, 2007

Dear Mr. Young:

This letter serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of April 10, 2009 through April 9, 2010.

We are in agreement that all provisions in the original Agreement remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

Please indicate your acceptance of this proposal by proper signature below and returning same as fully executed to this office.

Sincerely,
Keshavarz & Associates, Inc.

Maziar Keshavarz, P.E.
President

Attest:

1/7/09

DATE

CORPORATE SEAL

Accepted by:
Palm Beach County Board of Commissioners

Attest:
Sharon R. Bock, Clerk and Comptroller

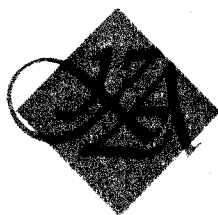
BY: _____
John F. Koons, Chairman

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

Approved as to Terms and Conditions

County Attorney



Rates OK,
2/24

KESHAVARZ & ASSOCIATES
Civil Engineers – Land Surveyors

Fee Schedule

KESHAVARZ & ASSOCIATES, INC.
APRIL 10, 2009 THROUGH APRIL 9, 2010

Reference: ANNUAL AGREEMENT RENEWAL – CIVIL ENGINEERING SERVICES ON A TASK ORDER BASIS, PALM BEACH COUNTY

HOURLY RATES:

<u>PERSONNEL CLASSIFICATION</u>	<u>Raw Salary</u>	<u>Hourly Billing</u>
PROJECT MANAGER	50.00	150.00 ✓
SENIOR ENGINEER	45.00	135.00 ✓
PROJECT ENGINEER	35.64	107.00 ✓
ENGINEERING TECH (CADD)/DESIGNER	26.85	81.00 ✓
SENIOR SURVEYOR & MAPPER	36.05	108.00 ✓
SURVEY / FIELD PARTY	44.88	135.00 ✓
FIELD REPRESENTATIVE / CONSTRUCTION ADMIN	28.85	87.00 ✓

PLEASE NOTE THAT SOME "HOURLY BILLING RATES" ARE LISTED WITH A LOWER MULTIPLIER IN ORDER TO KEEP OUR RATES LOWER.

LEGAL DESCRIPTIONS SHALL BE PREPARED UPON REQUEST FOR A FEE RANGING FROM \$350.00 TO \$425.00; EASEMENT SKETCHES SHALL BE PREPARED FOR A FEE RANGING FROM \$250.00 TO \$325.00, DEPENDING ON THE SIZE AND COMPLEXITY OF THE SUBJECT PARCEL

ANY ADDITIONAL SERVICES, AS AUTHORIZED AND APPROVED BY THE OWNER, PALM BEACH COUNTY

MULTIPLIER CALCULATIONS:

SALARY	1
FRINGE BENEFITS/GENERAL OPERATION	1.75
SUBTOTAL	2.75
PROFIT @ 9.1%	0.25
TOTAL	3.00

PROJECT: Civil Engineering Annual Services

Project No.: On a Task Order Basis

CONSULTANT: Keshavarz & 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.



Maziar Keshavarz, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Civil Engineering Annual Services

Project No.: On a Task Order Basis

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 Maziar Keshavarz, P.E., as

(Name of Individual)

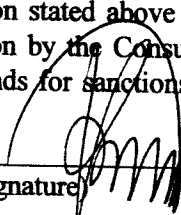
President

(Title/Position)

, of Keshavarz & Associates, Inc.

(Firm Name of ENGINEER)

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

(Signature) 

1/7/09

(Date)

F:\ROADWAY\CCNA\Annals\Civil\Keshavarz\2009\Disclosure Doc.doc

Client#: 9878

KESHASS3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 07/02/08
PRODUCER Suncoast Insurance Associates P.O. Box 22668 West Palm Beach, FL 33622-2668 (561) 832-289-5200	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 Keshavarz & Associates Inc 711 N Dixie Hwy #201 West Palm Beach, FL 33401	INSURERS AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:	NAIC # 37885

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.

INSUR ADD'L TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <hr/> 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 - COMPROP 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 \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <hr/> 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 STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Professional Liability	DPR9613434	07/01/08	07/01/09	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Professional Liability is claims made and reported.
RE: For all contracted projects with Palm Beach County. "Includes prior acts coverage to effective date of the contract". Ten (10) days notice of cancellation in the event of non-payment of premium. Professional (See Attached Descriptions)

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Engineering & Public Works 2300 North 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 <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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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.

DESCRIPTIONS (Continued from Page 1)

Liability retroactive date 01/07/92.

'ACORD' CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 06/26/2008
PRODUCER (561)278-0448 Weekes & Callaway, Inc. 777 East Atlantic Ave. Ste 300 Delray Beach, FL 33483 John Ambler	FAX (561)278-2391	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 Keshavarz & Associates, Inc. 711 North Dixie Highway Suite #201 West Palm Beach, FL 33401		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Assurance Co. of America		01130
INSURER B: Zenith Insurance Company		13269
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.

INSURER	ADD'L TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	PAS 39690673	02/09/2008	02/09/2009	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
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A		AUTOMOBILE LIABILITY <input checked="" 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	PAS 39690673	02/09/2008	02/09/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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 EA ACC \$ AUTO ONLY: AGG \$
A		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10,000	PAS 39690673	02/09/2008	02/09/2009	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Z064779005	07/01/2008	07/01/2009	WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Ten (10) days notice of cancellation in the Event of Non-payment of premium
RE: For All Contracted 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 additional insureds for General liability only.
"Includes prior acts coverage to effective date of the contract."

CERTIFICATE HOLDER Palm Beach County Board of County Commissioners Engineering & Public Works 2300 North 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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE Rose McEwen, CIC/EAMBLE <i>Rose McEwen</i>
--	--

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).

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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.

LDi Last Devenport, Inc.
PROFESSIONAL CONSULTING SERVICES

January 7, 2009

Palm Beach County Board of Commissioners
C/O: Engineering & Public Works Department
2300 N. Jog Road
West Palm Beach, FL 33411-2745
Attention: David Young, P.E., Special Projects Manager

Renewal Agreement

RE: CIVIL ANNUAL AGREEMENT (R2007-0461) DATED APRIL 10, 2007

Dear Mr. Young:

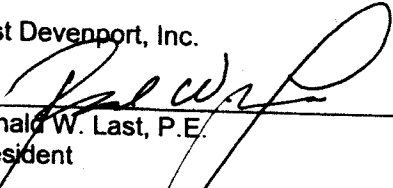
This letter serves as our official notification of interest in continuing our Agreement with Palm Beach County for professional services as specified in the above reference, for the period of April 10, 2009 through April 9, 2010.

We are in agreement that all provisions in the original Agreement remain in full force and effect. Per your request, we are enclosing an updated fee schedule, State Registration, General, Automobile, and Professional Liability Insurance Certificates, and all appropriate affidavits.

Please indicate your acceptance of this proposal by proper signature below and returning same as fully executed to this office.

Sincerely,

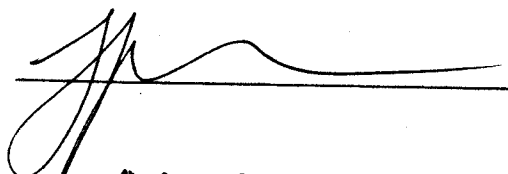
Last Devenport, Inc.



Ronald W. Last, P.E.
President
1-7-09

DATE

Attest:



01-07-09

DATE



Accepted by:
Palm Beach County Board of Commissioners

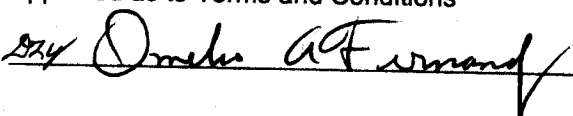
Attest:
Sharon R. Bock, Clerk and Comptroller

BY: _____
John F. Koons, Chairman

BY: _____
Deputy Clerk

Approved As To Form & Legal Sufficiency:

County Attorney

Approved as to Terms and Conditions


LDi Last Devenport, Inc.
PROFESSIONAL CONSULTING SERVICES

**TASK ORDER BASIS – FEE SCHEDULE
AGREEMENT FOR ANNUAL CIVIL ENGINEERING SERVICES
ON A TASK ORDER BASIS
PALM BEACH COUNTY**

*Rates OK,
2/24*

HOURLY RATES:

<u>PERSONNEL CLASSIFICATION</u>	<u>Labor Rate</u>	<u>Hourly Rate</u>
SR. PROJECT MANAGER	\$43.27	\$127.65 /
PROJECT MANAGER	\$33.65	\$ 99.27 /
PROJECT ENGINEER	\$28.85	\$ 85.11 /
PERMIT COORDINATOR	\$20.00	\$ 59.00 /
ENGINEERING AUTOCAD TECHNICIAN	\$18.00	\$ 53.10 /

SUBCONTRACTORS:

Tierra (Geotechnical/Environmental Engineering)
Brown & Phillips, Inc. (Survey)

MULTIPLIER CALCULATIONS:

SALARY	1.00
FRINGE BENEFITS/GENERAL OPERATIONS	1.63
SUBTOTAL	2.63
PROFIT @ 12%	0.32
TOTAL	2.95

ADDITIONAL SERVICES:

Any additional services required will be as authorized and approved by the Owner, Palm Beach County.

REIMBURSABLE EXPENSES:

Reimbursement for Direct Project Expenses will be determined for each Project, as required.

PROJECT: Civil Engineering Annual Services
Order Basis
CONSULTANT: Last Devenport, Inc.

Project No.: On a Task

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.

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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.



Ronald W. Last, P.E., President

CONFLICT OF INTEREST DISCLOSURE FORM

ENGINEER represents that it presently has no interest, either direct or indirect, which would or could conflict in any manner with the performance of services for the County, except as follows:

(Attach additional sheets as needed.)

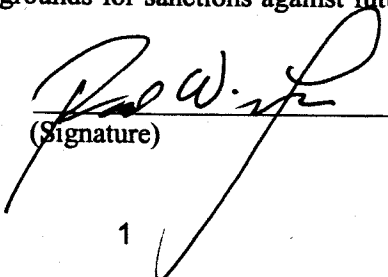
ENGINEER further represents that no person having any interest shall be employed for said performance. By signing below, ENGINEER certifies that the information contained herein is true and correct and constitutes all current potential conflicts of interest which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County.

ENGINEER shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest that may arise in the future through any prospective business association, interest or other circumstance which may influence or appear to influence ENGINEER'S judgment or quality of services being provided to the County. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that ENGINEER may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute an unacceptable conflict of interest if entered into by the ENGINEER.

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

THIS DISCLOSURE is submitted by Ronald W. Last, as
(Name of Individual)
President, of Last Devenport, Inc.
(Title/Position) (Firm Name of ENGINEER)

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


(Signature)

January 7, 2009
(Date)

Client#: 10237

LASTDEV3


ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/25/08
PRODUCER Suncoast Insurance Associates P.O. Box 22668 Tampa, FL 33622-2668 813 289-5200		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 Last Devenport, Inc. 901 Northpoint Parkway Suite 120 West Palm Beach, FL 33407		
INSURERS AFFORDING COVERAGE		NAIC #
INSURER A: Phoenix Insurance Company		25823
INSURER B: Travelers Casualty and Surety Co		19038
INSURER C: XL Specialty Insurance Company		37885
INSURER D: Travelers Indemnity Company		25658
INSURER E:		

COVERAGES

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

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	6806691L178	12/01/08	12/01/09	EACH OCCURRENCE \$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				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
D	AUTOMOBILE LIABILITY	6892L544	12/01/08	12/01/09	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<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				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 EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY				<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB7872Y56107	12/10/08	12/10/09	<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	OTHER Professional Liability	DPF9610463	12/01/08	12/01/09	\$1,000,000 per claim \$1,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Professional Liability is written on a claims-made basis.
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 (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County 160 Australian Ave. Ste. 503 West Palm Beach, FL 33406	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 

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.

DESCRIPTIONS (Continued from Page 1)

additional insureds with respects to the General Liability and Auto Liability policy. Professional Liability Retroactive Date is 12/01/2003.