

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

| Fiscal Years | 2010 | 2011 | 2012 | 2013 | 2014 |
|--------------------------|------------------|------------|------------|------------|------------|
| Capital Expenditures | \$123,209 | -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 | \$123,209 | -0- | -0- | -0- | -0- |

ADDITIONAL FTE POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No

Budget Account No:

Fund 3900 Dept 361 Unit 0923 Object 6505

Recommended Sources of Funds/Summary of Fiscal Impact:

Capital Outlay Fund
Seminole Colony Drainage Improvements

| | | |
|-----------------------------|--|--------------|
| New Task Authorization | | |
| - Basic Services | | \$ 82,947.08 |
| - Reimbursable Services | | \$ 26,762.00 |
| Task Authorization | | \$109,709.08 |
| Staff Costs | | |
| - Engineering Services | | \$ 11,000.00 |
| - Roadway Production | | \$ 1,500.00 |
| - Construction Coordination | | \$ 500.00 |
| - Traffic | | \$ 500.00 |
| Fiscal Impact | | \$123,209.08 |

C. Departmental Fiscal Review: Apwillhite

III. REVIEW COMMENTS

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

[Signature]
OFMB
NOC 2-25-10
2/26/10

[Signature]
Contract Dev. and Control
2/26/10

B. Approved as to Form and Legal Sufficiency:
 Paul F. [Signature] 3/1/10
Assistant County Attorney

This item complies with current County policies.

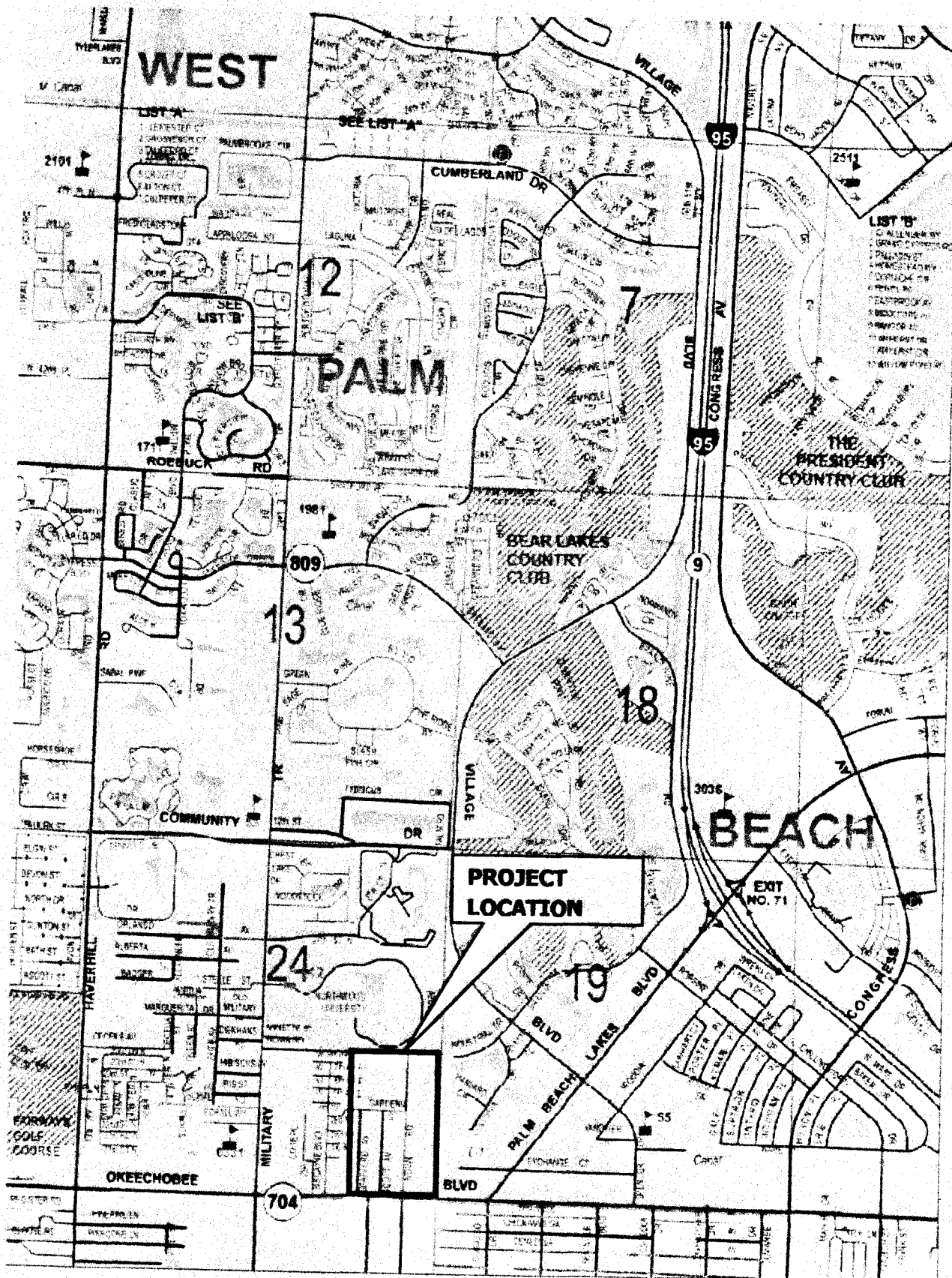
C. Other Department Review:

Department Director

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

SEMINOLE COLONY EAST DRAINAGE IMPROVEMENT

PROJECT NO. 2010054



LOCATION MAP

**ANNUAL CIVIL CONTRACT SERVICES AGREEMENT
BETWEEN PALM BEACH COUNTY
AND
LAST DEVENPORT, INC.
FOR PROFESSIONAL CIVIL ENGINEERING SERVICES
TASK FOR
SEMINOLE COLONY – EAST HALF DRAINAGE IMPROVEMENTS
PROJECT NO. 2010054
PALM BEACH COUNTY, FLORIDA**

THIS TASK TO ANNUAL AGREEMENT, made and entered into _____,
2010, by and between Palm Beach County, hereinafter called the **COUNTY**, and **Last Devenport, Inc.** a
Florida Corporation with an address of 901 Northpoint Parkway, Suite 120, West Palm Beach, FL 33407,
Corporate Tax I.D. #83-0373570, hereinafter called the **CONSULTANT**.

WITNESSETH

WHEREAS, the **COUNTY** and the **CONSULTANT** entered into an Annual Agreement on April
10, 2007 (R2007-0461), renewed on February 23, 2009 (R2009-0268) whereby the **CONSULTANT** was
retained to furnish certain professional services required for **General Civil Engineering Services** on an
annual basis. It is now necessary to acquire engineering, surveying, geotechnical, permitting, and printing
services for the **Seminole Colony East Half Drainage Improvements** within Palm Beach County,
Florida (hereinafter called the **PROJECT**); and

RE: Seminole Colony East Half Drainage Improvements

Project Number 2010054

WHEREAS, the COUNTY now desires the CONSULTANT to perform engineering, surveying, geotechnical, permitting, and printing services for the PROJECT; and

WHEREAS, the following fee has been negotiated and found to be reasonable and just compensation for the professional services to be performed by the CONSULTANT: **Basic Services:** a lump sum fee of \$109,709.08 for engineering and printing services for drainage improvements, as outlined by the prime consultant in their proposal originally dated February 3, 2010, attached hereto as a part of Exhibit 'A'

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".
2. The CONSULTANT agrees to "CERTIFICATION" statements as described in Exhibit "B" of the Agreement.
3. The CONSULTANT agrees to Minority/Women Business Enterprise (S/M/WBE) Participation as described in Exhibit "C" of the Agreement, and Letters of Interest as described in Exhibit "D".
4. The COUNTY agrees to pay the CONSULTANT a fee of One Hundred Nine Thousand Seven Hundred Nine and 08/100 dollars, which includes fees paid to subconsultants as outlined in Exhibit "A".
5. 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.
6. The CONSULTANT agrees to the Conflict of Interest Disclosure form, as outlined in Exhibit "E".

Except as hereby amended, changed or modified, all other terms and conditions of the original Agreement dated April 10, 2007 (R2007-0461), renewed on February 24, 2009 (R2009-0268), and;

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

RE: Seminole Colony East Half Drainage Improvements

Project No. 2010054

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

OWNER:

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the
State of Florida

BOARD OF COUNTY COMMISSIONERS

BY: _____
Burt Aaronson, Chairman

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

BY: _____
Deputy Clerk

SEAL

APPROVED AS TO TERMS &
CONDITIONS:

By: Charles Rich
Engineer

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
County Attorney

CONSULTANT:

Last Devenport, Inc.
a Florida Corporation

BY: Ronald W. Last
Its President

CORPORATE SEAL

WITNESS:

By: Francesca Mucciolo
(Printed Name)

Francesca Mucciolo
Signature

By: Lisa Martin
(Printed Name)

Lisa Martin
Signature

LDi Last Devenport, Inc.
PROFESSIONAL CONSULTING SERVICES

January 18, 2010
Revised February 3, 2010

Mr. Charlie Rich, P.E.
Engineering Services
Palm Beach County Engineering & Public Works
2300 Vista Parkway
West Palm Beach, FL 33411

RE: FEE PROPOSAL
SEMINOLE COLONY - EAST HALF
DRAINAGE ~~STUDY~~ DESIGN MS
LDi PROJECT NO. 09-021

Dear Mr. Rich,

Enclosed please find a Scope of Services and fee proposal for the above referenced project. The following is a breakdown by categories for your review and approval:

LUMP SUM

| | |
|--|-------------|
| Last Devenport, Inc. | \$82,947.08 |
| Brown & Phillips, Inc. (Design Survey) | \$23,072.00 |
| Tierra of South Florida (Geotechnical) | \$ 3,690.00 |

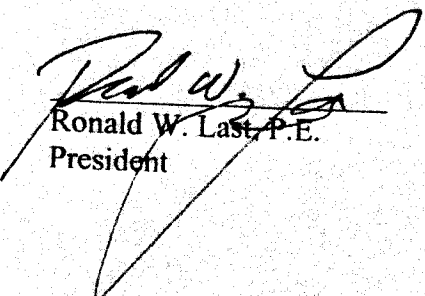
LUMP SUM TOTAL **\$109,709.08**

Should you have any questions, please feel free to contact us.

Thank you.

Sincerely,

Last Devenport, Inc.


Ronald W. Last, P.E.
President

RECEIVED
FEB - 5 2010

See Ser 7112

EXHIBIT "A"

SCOPE OF WORK & WORK SCHEDULE

SCOPE OF SERVICES FOR SEMINOLE COLONY EAST HALF - DRAINAGE ~~STUDY~~ DESIGN ^{MS}

Description of Basic Engineering/Surveying Services and Related Matters:

1. This is an exhibit attached to, made a part of and incorporated by reference into the Agreement between Palm Beach County (COUNTY) and Last Devenport, Inc. (CONSULTANT) providing for professional engineering services in connection with Seminole Colony - east half drainage improvements. After written authorization to proceed, the CONSULTANT shall provide the following professional services:
 - 1.1 Engineering Surveys: Horizontal alignment and vertical control will be established. Design survey pursuant to Exhibit "B" attached Scope of Services from Brown and Phillips, Inc.
 - 1.2 Construction Plans: Prepare construction drawings for the Drainage improvements to Spafford Avenue and Scott Avenue from Okeechobee Boulevard to Gardenia Street; Gardenia Street from the mobile home park to the east terminus; and Indian Road from Okeechobee Boulevard to the north terminus. Construction plans shall include plans, cross-sections and details of the proposed dry detention area under the existing FPL transmission lines including outfalls to points of drainage connection. The drawings shall be prepared at a scale of 1"= 20 feet (English) for plan and profile sheets on 24" x 36" paper size and electronic files.
 - 1.3 Drainage Design: CONSULTANT shall perform water management calculations to indicate existing conditions and stages and discharges pursuant to the proposed design improvements. Limited modeling of the Villages water management system will be performed to assess impact of discharge.
 - 1.4 Permitting: Permits are anticipated to be required from South Florida Water Management District, and North Palm Beach Improvement District. Permit applications will be prepared by CONSULTANT for signature by County. CONSULTANT will coordinate permitting agency submittal and review.
 - 1.5 Testing: Geotechnical investigative testing shall be performed in accordance with Exhibit "C", attached services from Tierra of South Florida.
 - 1.6 Design Criteria: Prepare all plans in accordance with the Palm Beach County local street standards and supplements thereto, and the current standards adopted by AASHTO and the Florida Department of Transportation, where applicable. They shall be accurate, legible, complete in design, drawn to scale, furnished in reproducible form, and electronic files and shall be suitable for bidding purposes.

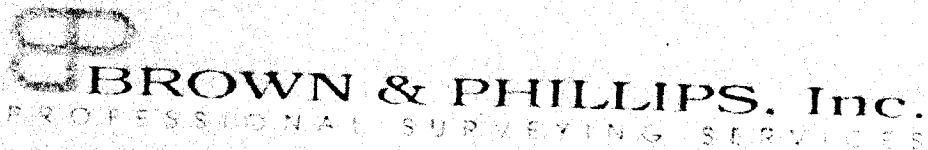
We will provide written special provisions where required as part of the contract documents.

- 1.7 **Electronic File:** Submit an electronic microstation version file at each submittal phase.
- 1.8 **Additional Services:** If parcel sketches and legal descriptions for temporary construction, embankment or drainage easements and utility verification surveys; or a Phase I environmental assessment study are required by the COUNTY, the CONSULTANT shall be reimbursed by the COUNTY under an approved supplemental agreement.
- 1.9 **Work Schedule:** The CONSULTANT shall submit plans for approval by the COUNTY at the 35%, 65%, 95% and 100% review phases. The 35% phase review shall be submitted 60 day after receipt of survey data. The remaining phase reviews shall be submitted 60 days after receipt of the COUNTY phase review plans.
- 2.0 The COUNTY will furnish the following:
 - 2.1 Title information for the two unrecorded parcels located on the east end of the project. (PCN 74-43-43-19-00-000-5010 and 74-43-43-19-00-000-5020). The title search information will be furnished after written request by the CONSULTANT.
 - 2.2 All information in COUNTY records to complete the design.

SEMINOLE COLONY - EAST HALF
DRAINAGE STUDY DESIGN MS
PBC PROJECT NO.
LDI PROJECT NO. 09-021

| | Project Manager | | Engineer | | Senior CADD Tech | | Notes | Total Staff Hours | Salary Cost by Activity |
|--|-----------------|-------------|-------------|-------------|------------------|-------------|---------------------|-------------------|-------------------------|
| | Staff Hours | Hourly Rate | Staff Hours | Hourly Rate | Staff Hours | Hourly Rate | | | |
| 1. Cover Sheet/Key Map | 2 | \$ 46.20 | | | 10 | \$ 23.50 | | 18 | \$ 466.00 |
| 2. General Notes | 2 | \$ 46.20 | 2 | \$ 34.65 | 2 | \$ 23.50 | | 6 | \$ 208.70 |
| 3. Plan View | | | | | | | | | |
| a. Spafford Avenue | 16 | \$ 46.20 | 34 | \$ 34.65 | 60 | \$ 23.50 | 3 SHEETS - 20 SCALE | 110 | \$ 3,327.30 |
| b. Scott Avenue | 16 | \$ 46.20 | 34 | \$ 34.65 | 60 | \$ 23.50 | 3 SHEETS - 20 SCALE | 110 | \$ 3,327.30 |
| c. Gardenia Street | 10 | \$ 46.20 | 24 | \$ 34.65 | 40 | \$ 23.50 | 2 SHEETS - 20 SCALE | 74 | \$ 2,233.60 |
| d. Indian Road | 20 | \$ 46.20 | 46 | \$ 34.65 | 80 | \$ 23.50 | 4 SHEETS - 20 SCALE | 146 | \$ 4,397.90 |
| 4. Quantity Sheet | 6 | \$ 46.20 | 18 | \$ 34.65 | 16 | \$ 23.50 | | 40 | \$ 1,276.90 |
| 5. Drainage Details/Retention Area | 8 | \$ 46.20 | 20 | \$ 34.65 | 40 | \$ 23.50 | | 68 | \$ 2,002.60 |
| 6. Utility Coordination | 2 | \$ 46.20 | 8 | \$ 34.65 | 8 | \$ 23.50 | | 18 | \$ 557.60 |
| 7. Drainage Calculations/Design | 40 | \$ 46.20 | 80 | \$ 34.65 | | \$ 23.50 | | 120 | \$ 4,620.00 |
| 8. Modeling of the Village W.M. System | 20 | \$ 46.20 | 40 | \$ 34.65 | | \$ 23.50 | | 60 | \$ 2,310.00 |
| 9. Permitting | 18 | \$ 46.20 | 34 | \$ 34.65 | | \$ 23.50 | | 52 | \$ 2,009.70 |
| 10 PBC Coordination | 12 | \$ 46.20 | 12 | \$ 34.65 | 0 | \$ 23.50 | | 24 | \$ 970.20 |
| Subtotal | 172 | | 356 | | 316 | | | 844 | \$ 27,707.80 |

| | | | |
|------------------------------|---------|----|-----------|
| SALARY RELATED COSTS: | | | |
| OVERHEAD: | | \$ | 27,707.80 |
| SUBTOTAL: | 166.00% | \$ | 45,994.95 |
| OPERATING MARGIN: | 12.00% | \$ | 73,702.75 |
| EXPENSES: | 0.54% | \$ | 8,844.33 |
| TOTAL LAST DEVENPORT FEE | | \$ | 400.00 |
| | | \$ | 82,947.08 |



February 1, 2010

Mr. Ron Last
I.Di
901 Northpoint Parkway
Suite 120
West Palm Beach, FL 33407

Re: Seminole Colony Roadway Design Survey – Spafford, Scott Ave., Indian Road, Gardenia Street

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

SCOPE OF SERVICES

I. HORIZONTAL PROJECT NETWORK CONTROL

Using the information supplied by Palm Beach County, we will establish the Right-of-Way for Spafford, Scott Ave., Indian Road, Gardenia Street. 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.

III. SECTION TIES AND PROPERTY TIES

We will tie in section corners and property corners along the route to establish the current right of way of the roadways.

IV. 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, etc. These locations will show all features within the corridor from right of way to right of way extending to 20 feet outside the proposed right of way if provided. We will locate vertically and horizontally all residential and commercial building finish floor elevations, and provide a site specific topographic survey for the proposed dry detention area located under the FPL transmission lines. We will survey the outfall location, including a canal/lake cross-section as shown on the attached sketch. We will also locate any trees that fall within the area surveyed. Any tree that has a dripline within the surveyed area will be located.

Last
February 1, 2010
Page 2

V. CROSS SECTIONS

Cross sections will be done along the route at 100-foot intervals (including high and low points). These cross sections will cover the roadway to the right of way lines and extend to 25 feet outside of the right of way. We will also obtain cross sections at 200' intervals under the EPL lines and at all pole locations.

VI. TEST HOLES

We will obtain X, Y, and Z valves on 6-8 test holes as performed by the geotechnical company.

VII. ASBUILTS

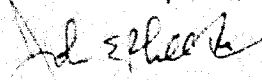
We will attempt to get asbuilt information on all the pipes leading out of any storm structures found. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes. We will obtain these elevations for the approximately 16 structures.

VIII. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide LDi with an AutoCAD file in the version requested. Any additional work will be done on an hourly basis as approved by you. The proposed cost for this project is \$23,072.00. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Sincerely,

Brown & Phillips, Inc.


John B. Phillips III, P.L.S.
Principal

JEP/ml

Accepted This _____ Day Of _____, 2010.

Last Devenport, Inc.

By: _____

Print Name: _____

ATTACHMENT "A"

Seminole Colony Roadway Design Survey – Spafford, Scott Ave., Indian Road, Gardenia Street

Description: Roadway Survey

Size: 7400' +/-

Date of Proposal: February 1, 2010

| TASK | 3 MAN FIELD | CADD TECH | SURVEY TECH | PLS | COMMENTS |
|--|------------------------|----------------------|------------------------|------------|--|
| Horizontal Project Network Control | 11 | | 11 | 6 | Establish control and right-of-way |
| Vertical Project Network Control | 10 | | 1.5 | | Set benchmarks along corridor |
| Baseline Layout 100' Sta | 8 | | 1 | | Lay out baseline at 100' intervals |
| Topography | 45 | | 12 | 1 | Locate all above ground features and trees |
| Cross-Sections | 25 | | 5 | 1 | At 100' intervals to 25' outside R/W |
| Asbuilts | 8 | | 1 | | Asbuilt storm structures |
| Dry Retention Area | 8 | | 1.5 | | Cross sections topographic survey |
| Special Surveys Outfalls & Test Holes | 4 | | .5 | | Detail of outfalls; locate test holes |
| FF Building | 8 | | 2 | | |
| Drawing | | 40 | 7 | 6 | Prepare cadd drawing |
| Total Hours | 127 | 40 | 42.5 | 14 | |
| Rate/Hour | \$125.00 | \$66.00 | \$70.00 | \$113.00 | |
| Sub-total | \$15,875.00 | \$2,640.00 | \$2,975.00 | \$1,582.00 | |
| Total Price | \$ 23,072.00 | | | | |



February 3, 2010

Last Devenport, Inc.
901 Northpoint Parkway, Suite 120
West Palm Beach, FL 33407

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

Re: Geotechnical Engineering Services
Seminole Colony Drainage ~~Study~~ *Design MS*
Palm Beach County, Florida
TSF Proposal No. 1001-026 (Revised)

Dear Ron:

As requested, **TIERRA SOUTH FLORIDA, Inc. (TSF)** is pleased to submit the following proposal for the performance of a Geotechnical Investigation and Engineering Evaluation for Dry Retention Area. Presented hereafter are descriptions of the services to be undertaken, a schedule for execution of the work, and a cost estimate for the proposed services.

Site Information:

The site is located in North of Okeechobee Boulevard and East of Military Trail in Palm Beach County, Florida. The site is being considered for future dry retention area. A preliminary subsurface study is performed to confirm that the site does contain any geotechnical issue that limits the development.

SCOPE OF SERVICE

Per your request, our scope of work will consist of drilling 5 Standard Penetration Test (SPT) borings to a depth of 10 feet. Additionally, we have requested to perform 4 pavement cores to determine the existing pavement thicknesses. Some adjustments in the boring depths may be necessary depending upon the subsurface conditions encountered.

Within the borings, penetration resistance testing will be performed in general accordance with the requirements of ASTM designation D 1586. Borings will be approximately located in the field by our drilling personnel by measuring distances with a tape from known reference points. Elevations at boring locations can be interpreted from a topographic plan if furnished by others.

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 exploration, some laboratory testing and visual classifications will be performed on selected samples. Preliminary geotechnical report of findings and percolation test results will be issued upon completion.

ESTIMATED COST

It is proposed that the fee for the performance of the services outlined above is determined on a unit fee basis. The estimated cost is about **\$3,690**. Phase I Environmental Assessment will be \$2,500.00 (if required)

Our estimate covers the work needed to present our findings. Not included are reviews of foundation drawings, preparation of construction specifications, special conferences and any other work requested after submittal of our report. This proposal assumes that access to the proposed boring locations can be accomplished with a truck mounted drill rig.

Boring, sampling, and testing requirements are a function of the subsurface conditions encountered. Therefore, the estimated cost previously indicated is approximate, and compensation for the exploration will be based on the actual work and tests performed. We will endeavor to keep the exploration cost at a minimum consistent with good engineering practice.

SCHEDULE AND AUTHORIZATION

TSF will proceed with the work after receipt of a signed copy of this proposal. With our present drilling schedule, we can commence work within several days of project approval (weather

Last Devenport, Inc.
TSF Proposal No. 1001-026

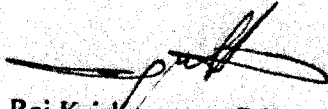
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permitting) and fieldwork is expected to take about 1 day to complete. The results of the field exploration can be submitted within 1 week after completion of the field exploration.

We at TSF 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.



Raj Krishnasamy, P.E.
Principal Engineer

RK:
Attachments: 1. Fee Breakdown

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

TIERRA SOUTH FLORIDA, INC.
ATTACHMENT - 1
FEE SCHEDULE FOR GEOTECHNICAL SERVICES

| | Unit | # of Units | Unit Price | | Total |
|---|------|------------|------------|--------|-----------|
| I. FIELD INVESTIGATION | | | | | |
| Mobilization of Men and Equipment | | | | | |
| Truck-Mounted Equipment | Trip | 1 | \$ | 350.00 | \$ 350.00 |
| Standard Penetration Test Borings (By Truck-Mounted Equipment) | | | | | |
| 0 - 50 ft depth | L.F. | 50 | \$ | 12.00 | \$ 600.00 |
| 50 - 100 ft depth | L.F. | 0 | \$ | 14.00 | \$ 0.00 |
| Grout-Seal Boreholes (By Truck-Mounted Equipment) | | | | | |
| 0 - 50 ft depth | L.F. | 50 | \$ | 5.00 | \$ 250.00 |
| 50 - 100 ft depth | L.F. | 0 | \$ | 6.00 | \$ 0.00 |
| Casing Allowance (By Truck-Mounted Equipment) | | | | | |
| 0 - 50 ft depth | L.F. | 0 | \$ | 6.00 | \$ 0.00 |
| 50 - 100 ft depth | L.F. | 0 | \$ | 8.00 | \$ 0.00 |
| Rock Coring (Structures) (By Truck-Mounted Equipment) | | | | | |
| 0 - 50 ft deep | L.F. | 0 | \$ | 30.00 | \$ 0.00 |
| 50 - 100 ft deep | L.F. | 0 | \$ | 36.00 | \$ 0.00 |
| Pavement Cores | Each | 4 | \$ | 100.00 | \$ 400.00 |
| II. LABORATORY TESTING | | | | | |
| Visual Examination by Staff Engineer | Hour | 1 | \$ | 115.00 | \$ 115.00 |
| Natural Moisture Content Tests | Test | 4 | \$ | 10.00 | \$ 40.00 |
| Grain-Size Analysis - Full Gradation | Test | 0 | \$ | 60.00 | \$ 0.00 |
| Grain-Size Analysis - Single Sieve | Test | 0 | \$ | 25.00 | \$ 0.00 |
| Organic Content Tests | Test | 4 | \$ | 35.00 | \$ 140.00 |
| Atterberg Limit Tests | Test | 0 | \$ | 75.00 | \$ 0.00 |
| Environmental Tests (pH, sulfates, chlorides, resistivity) | Set | 0 | \$ | 185.00 | \$ 0.00 |
| LBR Test | Test | 0 | \$ | 300.00 | \$ 0.00 |
| III. FIELD ENGINEERING AND TECHNICAL SERVICES | | | | | |
| Site Recon./Utility Coordination/Boring Layout | | | | | |
| Sr. Engineering Technician | Hour | 4 | \$ | 65.00 | \$ 260.00 |
| Engineering Technician/Flagman | Hour | 8 | \$ | 45.00 | \$ 360.00 |

TIERRA SOUTH FLORIDA, INC.
 ATTACHMENT - 1
 FEE SCHEDULE FOR GEOTECHNICAL SERVICES

III.A. ENGINEERING AND TECHNICAL SERVICES

| | | | | | | |
|--|------|---|----|--------|-----------|-----------------|
| Principal Engineer | Hour | 0 | \$ | 155.00 | \$ | 0.00 |
| Senior Geotechnical Engineer | Hour | 1 | \$ | 145.00 | \$ | 145.00 |
| Project Engineer | Hour | 8 | \$ | 115.00 | \$ | 920.00 |
| Draftperson | Hour | 2 | \$ | 55.00 | \$ | 110.00 |
| Administrative Assistant | Hour | 0 | \$ | 50.00 | \$ | 0.00 |
| TOTAL FEE FOR GEOTECHNICAL SERVICES | | | | | \$ | 3,690.00 |
| PHASE 1 EA (If required) | | | | | \$ | 2500.00 |

RE: Seminole Colony East Half - Drainage Improvements

Project 2010054

EXHIBIT "B"

CONSULTANT CERTIFICATION

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 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 noncurrent 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

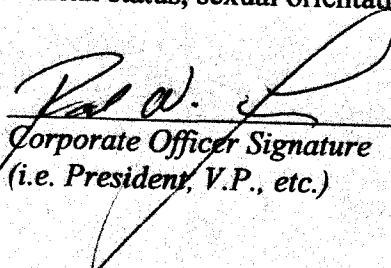
By entering into this Agreement, the CONSULTANT warrants that they have not employed or retained any company or person other than a bonafide employee working solely for the CONSULTANT to solicit or secure this Agreement and that they have not paid or agreed to pay any person, company, corporation, individual 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, subcontractors 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

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, and gender identity and expression.



Corporate Officer Signature
(i.e. President, V.P., etc.)

2/10/10

Date

SCHEDULE 1

LIST OF SBE-M/WBE SUBCONSULTANTS

PROJECT NAME:: Seminole Colony – East Half Drainage Improvements

PROJECT NO: 2010054

CONSULTANT: Last Devenport, Inc.

CONTACT PERSON: Ronald W. Last, P.E., LEED AP

PHONE NO: (561) 615 - 6567

FAX NO: (561) 683 - 0872

AGREEMENT DATE:

DEPARTMENT: Engineering & Public Works/Engineering Services

Name, Address and

Type of Work To Be Performed
Amount

Phone Number of SBE or M/WBE

Small

Black

Hispanic

Women

Other (Please Specify)

| | | | | | | |
|--------------|--|-------------------------------|-------------------------------|----------|----------|--------------------------------------|
| 1. | Last Devenport, Inc. (Engineering) 901 Northpoint Parkway, Suite 120 West Palm Beach, FL 33407 (561) 615-6567 | \$ <u>82,947.08</u> 75.61% | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| 2. | Brown and Phillips, Inc. (Design Survey) 901 Northpoint Parkway, Suite 119 West Palm Beach, FL 33407 (561) 615-3988 | \$ _____ | \$ <u>23,072.00</u> 21.03% | \$ _____ | \$ _____ | \$ _____ |
| 3. | Tierra of South Florida, Inc. (Geotechnical) 2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411 (561) 687-8539 | \$ _____ | \$ _____ | \$ _____ | \$ _____ | Asian \$ <u>3,690.00</u> 3.36% |
| Total | | \$ <u>82,947.08</u> | \$ <u>23,072.00</u> | \$ _____ | \$ _____ | \$ <u>3,690.00</u> |

Supplement Amount: \$ 109,709.08

Total SBE Participation: 100%

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: Palm Beach County
(NAME OF PRIME CONSULTANT)

2300 Jog Road West Palm Beach West Palm Beach, FL 33411
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE: Mark Sinkhorn

FROM: Last Devenport, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)

901 Northpoint Parkway, Suite 120 West Palm Beach, FL 33407
(ADDRESS)

(561) 615-6567
(TELEPHONE No.)

(561) 683-0872
(FAX No.)

CONTACT PERSON: Ronald W. Last

TITLE: President EMAIL: rlast@lastdevenport.com

The undersigned intend to perform work in connection with the above project as (check one):
an individual a corporation a partnership a joint venture

B.PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : YES NO *If YES, Check all that apply:*

* MBE: BL H WBE O(Other)

* SBE: BL H WBE O(Other) White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Drainage Improvements

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 75.61 %
NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE.

Project: SEMINOLE COLONY EAST HALF DRAINAGE IMPROVEMENTS Project No.: 2010054

Last Devenport, Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Ronald W. Last, P.E., LEED AP President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY:  2/10/10
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: Last Devenport, Inc.
(NAME OF PRIME CONSULTANT)

901 Northpoint Parkway, Suite 120 West Palm Beach, FL 33407
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE: Ronald W. Last, P.E. President

FROM: Brown and Phillips, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)

901 Northpoint Parkway, Suite 119 West Palm Beach, FL 33407
(ADDRESS)

(561) 615-3988
(TELEPHONE No.)

(561) 615-3986
(FAX No.)

CONTACT PERSON: John E Phillips, III

TITLE: Principal EMAIL: John@brown-phillips.com

The undersigned intend to perform work in connection with the above project as (check one):
an individual a corporation a partnership a joint venture

B.PALM BEACH COUNTY CERTIFIED SBE OR M/WBE *: YES NO *If YES, Check all that apply:*

* MBE: BL H WBE O(Other)

* SBE: BL H WBE O(Other) White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Survey Design

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 21.03 %

NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.

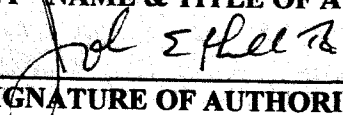
The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE:

Project: SEMINOLE COLONY EAST HALF DRAINAGE IMPROVEMENTS Project No.: 2010054

Brown and Phillips, Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

John E. Phillips, III Principal
(PRINT NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY:  2/16/10
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

**LETTER OF INTENT TO PERFORM AS AN
SBE, M/WBE AND/OR SUB-CONSULTANT**

TO: Last Devenport, Inc.
(NAME OF PRIME CONSULTANT)

901 Northpoint Parkway, Suite 120 West Palm Beach West Palm Beach, FL 33407
(ADDRESS)

Note: If Prime is an SBE or M/WBE, address Letter of Intent to "Palm Beach County."

CONTACT PERSON & TITLE: Ronald W. Last P.E. President

FROM: Tierra South Florida, Inc.
SUB-CONSULTANT (Prime if SBE or M/WBE)

2765 Vista Parkway, Suite 10 West Palm Beach, FL 33411
(ADDRESS)

(561) 687-8536 (TELEPHONE No.) (561) 687-8570 (FAX No.)

CONTACT PERSON: Raj Krishnasamy, P.E.

TITLE: President EMAIL: Raj@TierraSF.com

The undersigned intend to perform work in connection with the above project as (check one):
 an individual a corporation a partnership a joint venture

B.PALM BEACH COUNTY CERTIFIED SBE OR M/WBE * : YES NO *If YES, Check all that apply:*

* MBE: BL H WBE O(Other)

* SBE : BL H WBE O(Other) White Male

* ATTACH APPLICABLE COPY OF NOTICE OF PALM BEACH COUNTY SBE OR M/WBE CERTIFICATION

The undersigned is prepared to perform the following described work in connection with the project (specify in detail, particular work items or parts thereof to be performed by the sub-consultant) or Prime if SBE or M/WBE:

1. Activity Provided: Geotechnical

2. ** SUB-CONSULTANT'S "TOTAL PARTICIPATION" FOR THIS PROJECT : 3.36 %
NOTE: Line 2 shall be the ACTUAL % of Total Project, NOT 100%.


The undersigned will enter into a formal agreement for the described work with the above-named prime consultant upon an executed agreement with Palm Beach County.

** Prime's information if an SBE or M/WBE.

Project: SEMINOLE COLONY EAST HALF DRAINAGE IMPROVEMENTS Project No.: 2010054

Tierra South Florida, Inc.
NAME OF SUB-CONSULTANT FIRM (PRIME if SBE or M/WBE)

Raj Krishnasamy, P.E. President
(PRINT - NAME & TITLE OF AUTHORIZED REPRESENTATIVE)

BY:  2/16/10
(SIGNATURE OF AUTHORIZED REPRESENTATIVE) (DATE)

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Seminole Colony East Half Drainage Improvements Project No.: 2010054

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:

NONE

(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

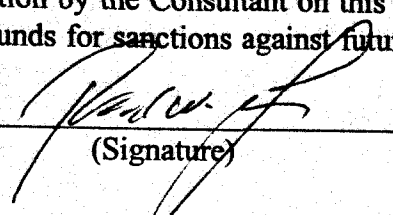
, of

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)

2/10/10

(Date)

CONFLICT OF INTEREST DISCLOSURE FORM

Project: Seminole Colony East Half Drainage Improvements Project No.: 2010054

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:

NONE

(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.

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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 John E. Phillips, III, as
(Name of Individual)
Principal, of Brown and Phillips, 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.

John E. Phillips, III
(Signature)

2/16/10
(Date)

CONFLICT OF INTEREST DISCLOSURE FORM

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:

NONE

(Attach additional sheets as needed.)

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

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 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 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.

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

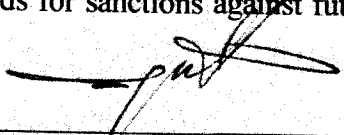
THIS DISCLOSURE is submitted by Raj Krishnasamy, P.E., as
(Name of Individual)

President, of Tierra South Florida, Inc.

(Title/Position)

(Firm Name of CONSULTANT)

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)

2/16/10

(Date)

Client#: 10237

LASTDEV3

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/09/2009

PRODUCER
ISU Suncoast Insurance Assoc
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 | 25623 |
| INSURER B: | Travelers Casualty and Surety C | 19038 |
| INSURER C: | XL Specialty Insurance Company | 37885 |
| 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.

| INSUR LTR | INSUR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | 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-JECT <input type="checkbox"/> LOC | 6806691L178 | 12/01/09 | 12/01/10 | 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 | 12/01/09 | 12/01/10 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| | | EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | UB7872Y56109 | 12/10/09 | 12/10/10 | <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 | DPS9681850 | 12/01/09 | 12/01/10 | \$1,000,000 per claim \$1,000,000 annl aggr. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Professional Liability coverage is written on a claims-made and reported basis.
Re: FOR ALL PROJECTS WITH PALM BEACH COUNTY
Palm Beach County Board of County Commissioners, a political subdivision
(See Attached Descriptions)

CERTIFICATE HOLDER

Palm Beach County Board of County Commissioners
c/o Engineering Department
Roadway Production Div.; 2300 N Jog Road; Ste 3W-33
West Palm Beach, FL 33411-2745

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
[Signature]

DESCRIPTIONS (Continued from Page 1)

of the State of Florida, its officers, employees and agents are listed as additional insureds with respects to the General Liability and Auto Liability policies. Professional Liability Retroactive date is 12/01/2003