

Department:
Submitted By: Engineering and Public Works
Submitted For: Engineering Services Division

EXECUTIVE BRIEF

District: 3. (ME)

1. Location Map
2. Agreements (3)
3. Insurance Certificate

9/12/06
Date

9/26/06
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	<u>\$276,475</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Operating Costs	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
External Revenues	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Program Income (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
In-Kind Match (County)	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
NET FISCAL IMPACT	<u>\$276,475</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes X No
Budget Acct No.: Fund 3900 Dept. 364 Unit M103 Object 6505
Program

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

Capital Outlay Fund
Lake Worth Road Commercial Corridor

Basic Services	\$212,000.00
Reimbursables	\$ 39,475.00
Consultant Authorization	\$251,475.00
Staff Costs-Eng Services	\$ 25,000.00
Fiscal Impact	\$276,475.00

C. Departmental Fiscal Review: R. D. Ward 9/7/06

III. REVIEW COMMENTS

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

John D. 9-27-06
OFMB

Jim - J. 10/5/06
Contract Dev. and Control
6/10/10/06

B. Approved as to Form and Legal Sufficiency:

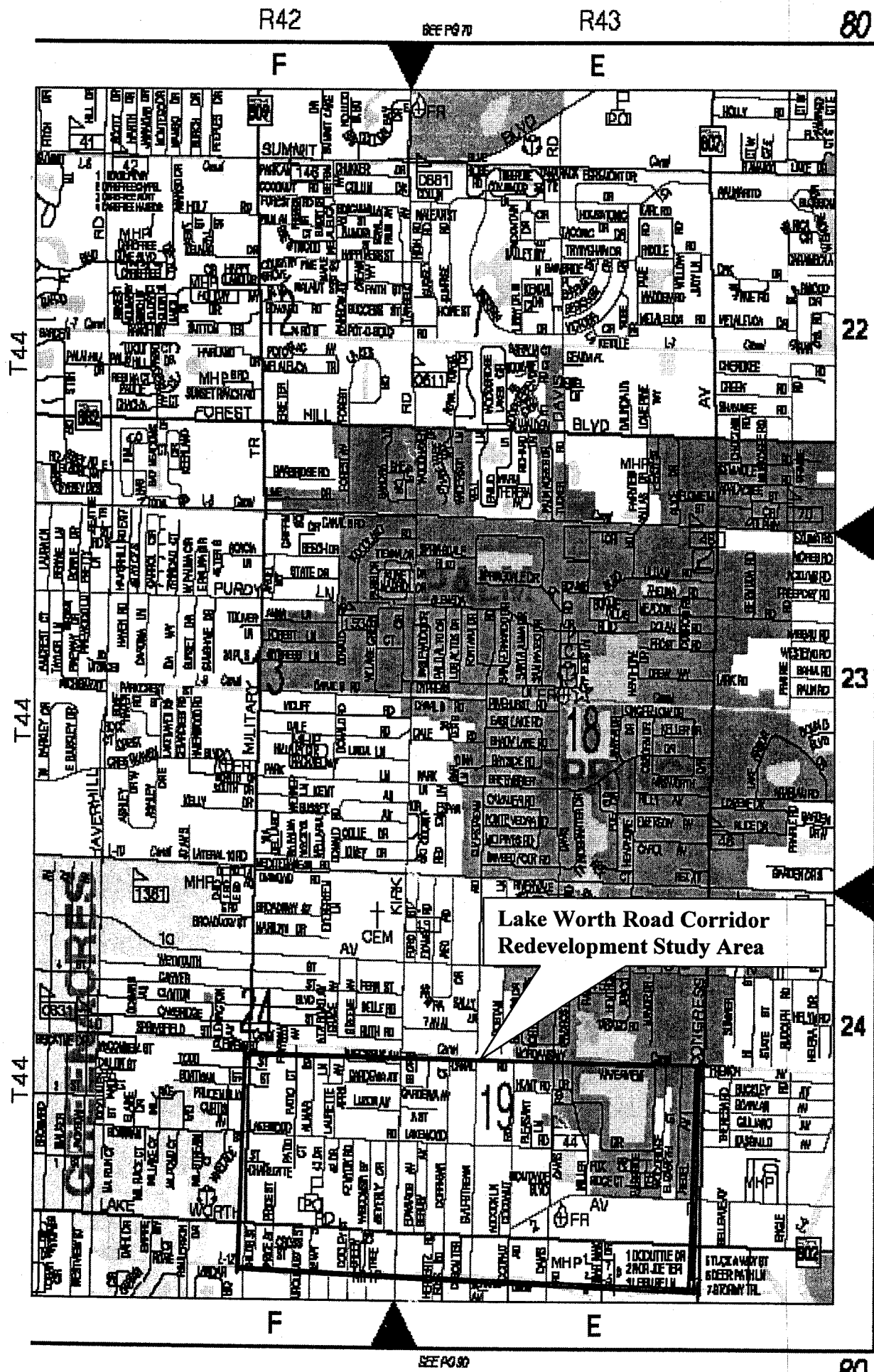
Paul F. 10/10/06
Assistant County Attorney

This Contract complies with our
contract review requirements.

C. Other Department Review:

Department Director

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



LOCATION MAP

ATTACHMENT 1

LAKE WORTH ROAD REDEVELOPMENT STUDY
PROJECT NO. 2006907

**STANDARD FORM OF AGREEMENT
BETWEEN
PALM BEACH COUNTY AND CONSULTANT
FOR
PROFESSIONAL SERVICES**

This is an Agreement made as of _____, 2006 between Palm Beach County, Florida (COUNTY) and Keshavarz & Associates, Inc. (CONSULTANT), an engineering firm having an office and a place of business at 711 N. Dixie Highway, Suite 201, West Palm Beach, Florida 33401, and having Federal Tax I.D. #65-0012481. The COUNTY intends to conduct a Study for the Lake Worth Road Corridor Redevelopment Study, Project No. 2006907 (hereinafter called the PROJECT).

The COUNTY and CONSULTANT in consideration of their mutual covenants herein agree in respect of the performance of professional engineering services by CONSULTANT and the payment for those services by COUNTY as set forth below.

SECTION 1 - BASIC SERVICES OF CONSULTANT

1.1 General

1.1.1 The CONSULTANT shall perform professional design services in connection with the PROJECT as hereinafter stated which shall include normal civil engineering services, more particularly described in Exhibit "A" (Scope of Services).

1.1.2 The CONSULTANT shall prepare all plans in accordance with Palm Beach County Thoroughfare Design Procedures, current standards adopted by AASHTO, and the Florida Department of Transportation Manual of Uniform Minimum Standards, and all other applicable professional and technical standards. They shall be accurate, legible, complete in design, drawn to scale, and shall be suitable for bidding purposes, unless otherwise stated in Exhibit "A".

1.1.3. The CONSULTANT has, during the selection and negotiation process which has preceded this agreement, represented to the COUNTY that the CONSULTANT is possessed of that level of skill, knowledge, experience and expertise that is commensurate with engineering firms of national repute in the areas of practice required for this project. The CONSULTANT acknowledges that the COUNTY has relied on the CONSULTANT'S representations of skill, knowledge, experience and expertise. By executing this contract, the CONSULTANT agrees that the CONSULTANT will exercise that degree of care, knowledge, skill and ability as other engineering firms possessing the degree of skill, knowledge, experience and expertise which the CONSULTANT has claimed. The CONSULTANT shall perform such duties as may be assigned without neglect. The CONSULTANT accepts the relationship of trust and confidence established by this Agreement, and covenants with the COUNTY to cooperate with the COUNTY and to utilize the CONSULTANT'S skill, efforts and judgment commensurate with engineering firms of national repute in the areas of practice required for this project. The CONSULTANT agrees to perform each assignment in an efficient and economical manner consistent with the COUNTY'S interests and consistent with the COUNTYS stated objectives and recognized professional engineering standards.

The CONSULTANT further contracts with the COUNTY to furnish its professional skill and judgment with due care in accordance with applicable Federal, State and local laws, codes and regulations as amended and supplemented which are in effect on the date of this Agreement first written. It is specifically understood that the Accessibility provisions of the Americans With Disabilities Act (ADA) shall be complied with and incorporated into the project.

1.1.4 Prior to commencement of design, the CONSULTANT shall become familiar with the needs of COUNTY Microstation standards, obtain any seed or Microstation files, CADD standards, and standard sheets so that Microstation deliverables can be utilized by the COUNTY. CONSULTANT shall submit electronic files (in Microstation compatible format) of the design, survey, and any related data used for the project, with the final document(s) submittal, or when otherwise directed by COUNTY.

1.15 The CONSULTANT shall provide to the COUNTY all cost summaries/estimates and Summary of Pay Items on disk and/or electronic file (as requested). The CONSULTANT shall apply descriptions to the pay items as called out in the COUNTY'S Standard Nomenclature listing, which is available from Roadway Production.

SECTION 2 - ADDITIONAL SERVICES OF CONSULTANT

2.1 Services Requiring Authorization in Advance

If authorized in writing by the COUNTY'S authorized representative, the CONSULTANT shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.9 inclusive. These services are not included as part of Basic Services except to the extent provided otherwise in the Fee Summary, Exhibit "B". These will be paid for by the COUNTY, only when specifically authorized and in accordance with Section 5.

2.1.1. Preparation of applications and supporting documents for governmental grants, loans or advances in connection with the PROJECT.

2.1.2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by the COUNTY.

2.1.3. Services resulting from significant changes in the general scope, extent or character of the PROJECT or its design including, but not limited to, changes in size, complexity, the COUNTY'S schedule, character of construction or method of financing; and revising previously accepted studies, reports, design documents or contract documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond the CONSULTANT'S control.

2.1.4. Preparing documents for alternate bids requested by the COUNTY for contractor(s) work which is not executed or documents for out-of-sequence work.

2.1.5. Furnishing the services of special consultants for other than the services included in Exhibit "A".

2.1.6. Services during out-of-town travel required of the CONSULTANT other than visits to the site or the COUNTY'S office as required by Section 1.

2.1.7. Assistance in connection with bid protests, rebidding or renegotiating contracts for construction, materials, equipment or services.

2.1.8. Preparing to serve or serving as a consultant or witness for the COUNTY in any litigation or other legal proceeding involving the PROJECT.

2.1.9. Additional services in connection with the PROJECT, including services which are to be furnished by the COUNTY in accordance with Article 3, and services not otherwise provided for in this Agreement.

SECTION 3 - COUNTY'S RESPONSIBILITY

The COUNTY shall do the following in a timely manner so as not to delay the services of the CONSULTANT.

- 3.1. Designate in writing a person to act as the COUNTY'S representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define the COUNTY policies and decisions with respect to the CONSULTANT'S services for the PROJECT.
- 3.2. Provide all criteria and full information as to the COUNTY'S requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards which the COUNTY will require to be included in the drawings and specifications.
- 3.3. Assist the CONSULTANT by placing at the CONSULTANT'S disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 3.4. Furnish to the CONSULTANT the items listed in Exhibit "A".
- 3.5. Arrange for access to and make all provisions for the CONSULTANT to enter upon public and private property as reasonably required for the CONSULTANT to perform services under this Agreement.
- 3.6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONSULTANT, obtain advice of an attorney, insurance counselor and other consultants as the COUNTY deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of the CONSULTANT.
- 3.7. Furnish approvals and permits from all governmental authorities having jurisdiction over the PROJECT and such approvals and consents from others as may be necessary for completion of the PROJECT.
- 3.8. Providing such legal, accounting, independent cost estimating and insurance counseling services as may be required for the PROJECT, and such auditing service as COUNTY may require to ascertain how or for what purpose any contractor has used the monies paid to him.
- 3.9. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- 3.10. Give prompt written notice to the CONSULTANT whenever the COUNTY observes or otherwise becomes aware of any development that affects the scope or timing of the CONSULTANT'S services, or any defect or non-conformance in the work of any contractor.
- 3.11. Furnish, or direct the CONSULTANT to provide, Additional Services as stipulated in paragraph 2.1 of this Agreement or other services as required.

Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 - PERIODS OF SERVICE

4.1. The COUNTY will issue a written "NOTICE TO PROCEED" to the CONSULTANT within sixty (60) days of contract execution by the COUNTY. The CONSULTANT will immediately commence work on the PROJECT and all schedule dates shall be determined from the date of the "NOTICE TO PROCEED". Final completion of all work under this Agreement shall be in accordance with the schedule, or as otherwise approved in writing by the COUNTY.

SECTION 5 - PAYMENTS TO CONSULTANT

5.1. Methods of Payment for Services and Expenses of the CONSULTANT.

5.1.1. Basic Services: The COUNTY will pay the CONSULTANT the lump sum of \$212,000.00 for completion of the Basic Services set forth in Exhibits "A" and "B".

5.1.2. Additional Services: To the extent that additional services under Section 2 hereof are specifically authorized in writing by the COUNTY'S representative, the COUNTY will pay for such additional services in accordance with the following:

5.1.2.1. Actual Salary costs times a factor of 2.86 for services rendered by principals and employees assigned to the PROJECT plus all reimbursable expenses.

5.1.2.2. For services rendered by the CONSULTANT'S principals and employees as consultants or witnesses in any litigation, arbitration or other legal or administrative proceeding in accordance with Paragraph 2.1.8. at the rate of \$300.00 per day or any portion thereof (but compensation for time spent in preparing to appear in any such litigation, arbitration or proceeding will be on the basis provided in Paragraph 5.1.2.1).

5.1.3. Reimbursable Expenses: The COUNTY will pay the CONSULTANT the actual costs of all reimbursable expenses incurred in the provision of these services when authorized in writing by the COUNTY. These expenses will not exceed \$39,475.00 without additional authorization from the COUNTY.

5.1.4. Optional Services: The COUNTY will pay the CONSULTANT for completion of the Optional Services set forth in Exhibits "A" and "B" when the provision of each service is specifically authorized in writing by the COUNTY. These expenses will not exceed \$ N/A without additional authorization from the COUNTY.

5.1.5. The terms "Salary Costs" and "Reimbursable Expenses" have the meanings assigned to them in Paragraph 5.4.

5.1.6. Additional services and reimbursable expenses authorizations shall be issued in accordance with Board policy per Resolution Number R-89-633 adopted April 4, 1989.

5.2. Payments

5.2.1. Progress payments to the CONSULTANT shall be due and payable monthly in proportion to the percentage of engineering services approved and accepted by the COUNTY based on said lump sum fee until 90% of the project is completed. There will be no additional payments for Basic Services until all services are completed and accepted by the COUNTY (including permits).

5.2.2. Final payment shall be due and payable to the CONSULTANT upon satisfactory completion of the services described in this Agreement and approval and acceptance of the plans by the COUNTY.

5.3. Other Provisions Concerning Payments

5.3.1. If this Agreement is terminated prior to its completion other than due to default on the part of the CONSULTANT, the CONSULTANT shall be paid for Basic Services called for under Section 1 an amount equal to the percentage complete at the time of termination, times the lump sum fee stated in Section 5. Further, the CONSULTANT shall be paid for the completed portion of additional services authorized under Section 2, in accordance with Paragraph 5.1.2.

5.3.2. Records of the CONSULTANT'S Salary Costs pertinent to the CONSULTANT'S compensation under this Agreement will be kept in accordance with generally accepted accounting practices. Copies will be made available to the COUNTY on request prior to final payment for the CONSULTANT'S services.

5.4. Definitions

5.4.1. The Salary Costs used as a basis for payment shall mean the actual salaries and wages paid to principals and employees engaged on the PROJECT. Time spent on this PROJECT by stenographers, typists and clerk skills shall not be charged to the PROJECT nor shall any fringe benefits such as social security contributions, unemployment, excise and payroll taxes, workman's compensation, etc., be included in the Salary Costs.

5.4.2. Reimbursable Expenses shall mean the actual expenses of soils testing, printing and similar PROJECT related items when authorized by the COUNTY.

SECTION 6 - CONSTRUCTION COST AND OPINIONS OF COST

6.1. Opinions of Cost

Since CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over the contractor(s)' methods of determining prices, or over competitive bidding or market conditions, the CONSULTANT'S opinions of probable construction cost provided for herein are to be made on the basis of the CONSULTANT'S experience and qualifications and represent the CONSULTANT'S best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but the CONSULTANT cannot and does not guarantee that proposals, bids or actual construction costs will not vary from opinions of probable cost prepared by the CONSULTANT. If prior to the Bidding or Negotiating Phase, the COUNTY wishes greater assurance as to construction costs, the COUNTY shall employ an independent cost estimator.

SECTION 7 - GENERAL CONSIDERATION

7.1. Termination

This Agreement may be canceled by the CONSULTANT upon thirty (30) days prior written notice to the COUNTY if, through no fault of the CONSULTANT, the COUNTY fails to cure any material default by the COUNTY in its performance of the terms of this Agreement. This Agreement may also be terminated, in whole or in part, by the COUNTY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the COUNTY'S satisfaction through the date of cancellation or termination. In the event of cancellation by the CONSULTANT or termination by the COUNTY, CONSULTANT agrees to waive and make no claim for lost profits or other consequential damages. After receipt of a Termination Notice and except as otherwise directed by the COUNTY, the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the COUNTY.
- D. Continue and complete all parts of the work that have not been terminated.

Should a termination for breach later be declared wrongful, said termination shall be considered and treated as a termination without cause.

7.2. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

7.2.1. Upon completion and acceptance of the final work, the CONSULTANT shall furnish to the COUNTY the original drawings, field notes and all documents and materials prepared by and for the COUNTY under this Agreement. The CONSULTANT may keep a reproducible set of the original drawings and shall keep all other data collected during the provision of the services. The COUNTY may, at its expense, obtain copies of any data which the CONSULTANT has accumulated in the process of providing the services on this project tasks. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the COUNTYS sole risk and without liability or legal exposure to the CONSULTANT.

7.2.2. All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the COUNTY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the COUNTYS prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed or purchased under this Agreement at the COUNTYS expense shall be, and remain, the COUNTYS property, and may be reproduced and reused at the discretion of the COUNTY.

7.2.3. The COUNTY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

7.2.4. All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

7.3 Reuse of Documents

Notwithstanding any breach of this Agreement by either party nor the status of payment to the CONSULTANT, nor the COUNTYS exercise of its rights of termination, it is hereby agreed between the parties that copies of any and all property, work product, documentation, reports, computer systems and software, schedules, graphs, outlines, books, manuals, logs, files, deliverables, photographs, videos, tape recordings or data relating to this Project which have been created as a part of the CONSULTANTS services, or authorized by the COUNTY as a reimbursable expense, whether generated directly by the CONSULTANT, or by or in conjunction or consultation with any other party whether or not a party to this Agreement, whether or not in privity of contract with the COUNTY or CONSULTANT, and wherever located shall be the property of the COUNTY.

7.4. Insurance

CONSULTANT shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverages and limits (including endorsements), as described herein. CONSULTANT shall agree to provide the COUNTY with at least ten (10) day prior notice of any cancellation, non-renewal or material change to the insurance coverages. The requirements contained herein, as well as COUNTY'S review or acceptance of insurance maintained by CONSULTANT are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONSULTANT under the contract.

7.4.1 Commercial General Liability

CONSULTANT shall maintain Commercial General Liability at a limit of liability not less than \$1,000,000 Each Occurrence. Coverage shall not contain any endorsement excluding Contractual Liability or Cross Liability unless granted in writing by County's Risk Management Department. CONSULTANT shall provide this coverage on a primary basis.

7.4.2. Business Automobile Liability

CONSULTANT shall maintain Business Automobile Liability at a limit of liability not less than \$1,000,000 Each Accident for all owned, non-owned and hired automobiles. In the event CONSULTANT doesn't own any automobiles, the Business Auto Liability requirement shall be amended allowing CONSULTANT to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. CONSULTANT shall provide this coverage on a primary basis.

7.4.3. Worker's Compensation Insurance & Employers Liability

CONSULTANT shall maintain Worker's Compensation & Employers Liability in accordance with Florida Statute Chapter 440. CONSULTANT shall provide this coverage on a primary basis.

7.4.4. Professional Liability

CONSULTANT shall maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Each Claim. When a self-insured retention (SIR) or deductible exceeds \$40,000, COUNTY reserves the right, but not the obligation, to review and request a copy of CONSULTANT'S most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, CONSULTANT shall maintain a Retroactive Date prior to or equal to the effective date of this Contract. The Certificate of Insurance providing evidence of the purchase of this coverage shall clearly indicate whether coverage is provided on an "occurrence" or "claims - made" form. If coverage is provided on a "claims - made" form the Certificate of Insurance must also clearly indicate the "retroactive date" of coverage. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplement Extended Reporting Period (SERP) during the life of this Contract, CONSULTANT shall purchase a SERP with a minimum reporting period not less than 3 years. CONSULTANT shall provide this coverage on a primary basis.

7.4.5. Additional Insured

CONSULTANT shall endorse the COUNTY as an Additional Insured with a CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, to the Commercial General Liability. The Additional Insured endorsement shall read "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents." CONSULTANT shall provide the Additional Insured endorsements coverage on a primary basis.

7.4.6. **Waiver of Subrogation**

CONSULTANT hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

7.4.7. **Certificate(s) of Insurance**

Prior to execution of this Contract, CONSULTANT shall deliver to the COUNTY a Certificate(s) of Insurance evidencing that all types and amounts of insurance coverages required by this Contract have been obtained and are in full force and effect. Such Certificate(s) of Insurance shall include a minimum ten (10) day endeavor to notify due to cancellation or non-renewal of coverage. The certificate of insurance shall be issued to

Palm Beach County
c/o Department of Engineering & Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229

7.4.8 **Umbrella or Excess Liability**

If necessary, CONSULTANT may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employer's Liability. The COUNTY shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance notes the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

7.4.9 **Right to Review**

COUNTY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the term of this Contract. COUNTY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

7.5. **Indemnification**

CONSULTANT shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the contract.

7.6. **Controlling Law and Venue**

This Agreement is to be governed by the laws of the State of Florida. The parties agree that venue for any action which in any way arises out of this Agreement shall only be in a state court of competent jurisdiction located in Palm Beach County, Florida.

7.7. Successors and Assigns

7.7.1. The COUNTY and the CONSULTANT each binds itself and the partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONSULTANT.

7.7.2. Neither the COUNTY nor the CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent the CONSULTANT from employing such independent professional associates and consultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

7.7.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the COUNTY and the CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the COUNTY and the CONSULTANT and not for the benefit of any other party.

7.8 Subcontracting

The COUNTY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONSULTANT is encouraged to seek small business enterprises for participation in subcontracting opportunities. If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the COUNTY.

In accordance with Palm Beach County Small Business Enterprise (SBE) Ordinance #2002-064, as amended from time to time, the annual goal for SBE participation for Professional Services is 15.0%. The CONSULTANT has committed to WBE/O 39.8% for this Project.

The CONSULTANT agrees to abide by all provisions of the SBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONSULTANT has provided Exhibit "D" (Participation for SBE Consultants) and Exhibit "E" (Letter's of Intent) attached hereto indicating the specific participation.

The CONSULTANT understands that each SBE firm utilized on this Agreement must be certified by Palm Beach County in order to be counted toward the contract goal.

The CONSULTANT understands that it is the responsibility of the County Department letting the Agreement and the SBE Office to monitor compliance with the SBE Ordinance requirements. In that regard, the CONSULTANT agrees to furnish progress payment reports, with each billing, to both parties on the progress of the SBE participation for this Agreement.

The CONSULTANT further agrees to provide the SBE Office with a copy of the CONSULTANT'S agreement with the SBE subcontractor or any other related documentation upon request.

The CONSULTANT understands the requirements to comply with the tasks and proportionate dollar amounts throughout the term of the Agreement as it relates to the use of SBE firms. Any SBE's which, for any reason, no longer remain associated with the Project shall be replaced by the CONSULTANT with other certified SBE's, unless approval to the contrary is granted by the COUNTY.

The CONSULTANT understands that he/she is prohibited from making any agreements with the SBE in which the SBE promises not to provide subconsultant quotations to other bidders or potential bidders.

The CONSULTANT agrees to maintain all relevant records and information necessary to document compliance with the SBE Ordinances, and will allow the COUNTY to inspect such records.

The CONSULTANT shall certify in writing that all subcontractors, subconsultants and suppliers have been paid for work and materials from previous progress payments received, less any retainage, by the CONSULTANT prior to receipt of any further progress payments. During the term of the Agreement and upon completion of the Agreement, the COUNTY may request documentation to certify payment to subcontractors, subconsultants or suppliers. This provision in no way creates any contractual relationship between any subcontractor, subconsultant, or supplier and the COUNTY or any liability on the COUNTY for the CONSULTANT'S failure to make timely payment to the subcontractor, subconsultant or supplier.

7.9. **Personnel**

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement.

Such personnel shall not be employees of or have any contractual relationship with the COUNTY. All of the services required herein shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The CONSULTANT warrants that all services shall be performed by competent personnel in accordance with all applicable national, federal, state, and local professional and technical standards.

7.10. **Availability of Funds**

The COUNTY'S performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.

7.11. **Conflict of Interest**

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the COUNTY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the 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 a conflict of interest if entered into by the CONSULTANT.

The COUNTY agrees to notify the CONSULTANT of its opinion by certified mail within thirty (30) days of receipt of notification by the CONSULTANT. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the COUNTY shall so state in the notification and the CONSULTANT shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONSULTANT under the terms of this Agreement.

7.12. Independent Contractor Relationship

The CONSULTANT and subconsultants are, and shall be, in the performance of all work services and activities under this Agreement, Independent Contractors, and not employees, agents, or servants of the COUNTY. The CONSULTANT does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than specifically provided for in this Agreement. The CONSULTANT shall be responsible to the COUNTY for all the work or services performed by the CONSULTANT or any person or firm engaged as a subcontractor to perform work in fulfillment of this Agreement.

7.13. Access and Audits

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Agreement. The COUNTY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CONSULTANT'S place of business.

7.14 Severability

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

7.15 Entirety of Contractual Agreement

The COUNTY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

During the term of this Contract, the COUNTY may require professional services that are the same or similar to those described in this agreement. The COUNTY may, at its sole discretion, obtain said services in accordance with the State of Florida Consultants Competitive Negotiation Act. If the COUNTY so elects, it is mutually understood that the relationship between the CONSULTANT and the COUNTY under this Contract shall be considered as neither barring the CONSULTANT from, nor granting special consideration to the CONSULTANT, in participating in the selection process for a consultant to provide such additional services.

SECTION 8 - SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Federal & State Tax

The CONSULTANT shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

8.2. The following Exhibits are attached to and made a part of this Agreement.

8.2.1. Exhibit A: Scope of Services

8.2.2. Exhibit B: Fee Summary

8.2.3. Exhibit C: Statements - Truth in Negotiation, Prohibition Against Contingent Fees & Public Entity Crimes

8.2.4. Exhibit D: Participation for SBE Consultants

8.2.5. Exhibit E: Letters of Intent to Perform as an SBE and/or M/WBE (if applicable).

8.3. This Agreement (consisting of pages 1 to 13, inclusive), together with the Exhibits and Schedules identified above constitute the entire Agreement between the COUNTY and the CONSULTANT and supersedes all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument.

SECTION 9 - CRIMINAL HISTORY RECORDS CHECK

The CONSULTANT shall comply with the provisions of Ordinance 2003-030, the Criminal History Records Check Ordinance ("Ordinance"), if CONSULTANT'S employees or subcontractors are required under this contract to enter a "critical facility" as identified in Resolution R-2003-1274. The CONSULTANT acknowledges and agrees that all employees and subcontractors who are to enter a "critical facility" will be subject to a fingerprint based criminal history records check. Although COUNTY agrees to pay for all applicable FDLE/FBI fees required for criminal history record checks, the CONSULTANT shall be solely responsible for the financial, schedule, and staffing implications associated in complying with Ordinance 2003-030.

SECTION 10 - REGULATIONS; LICENSING REQUIREMENTS

The CONSULTANT shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include those applicable to conflict of interest and collusion. CONSULTANT is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services offered.

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

OWNER:
Palm Beach County, Florida
BY ITS BOARD OF COMMISSIONERS:

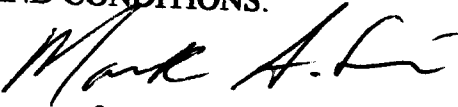
BY: _____
Tony Masilotti, Chairman

SEAL

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

By: _____
(Deputy Clerk)

APPROVED AS TO TERMS
AND CONDITIONS:


By: for Charles W. Rich
Engineer

APPROVED AS TO FORM &
LEGAL SUFFICIENCY:

BY: _____
Assistant County Attorney

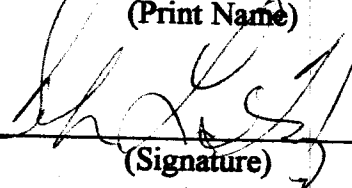
CONSULTANT:
KESHAVARZ & ASSOCIATES, INC.

BY:  _____
Maziar Keshavarz, P.E., President

CORPORATE SEAL

ATTEST WITNESS:

By: Deborah L. Fulgenzi
(Print Name)

By:  _____
(Signature)

By: Jean Sopczak
(Print Name)

By:  _____
(Signature)



Keshavarz & Associates, Inc.
Consulting Engineers - Surveyors

EXHIBIT 'A'

Palm Beach County
Engineering Services
Vista Center, 3rd Floor
2300 N. Jog Road
West Palm Beach, FL 33415

April 5th, 2006
revised July 14th, 2006

Attention: Mr. Charles Rich, P.E., Director

Reference: Lake Worth Road Corridor Redevelopment Study,
Stormwater Management Master Plan

Dear Mr. Rich:

Based upon your review of our first proposal submitted on April 5th, 2006 and pursuant to the comments generated by you and Mr. Patrick Rutter, we are presenting you with this revised proposal for professional services in connection with the above referenced project.

In general, the Lake Worth Road Corridor Redevelopment Study ("Project") is a joint planning and engineering effort that has as its goal a Stormwater Management Master Plan for revitalization of the project area. The project area is defined by Military Trail on the west, Congress Avenue on the east and Lake Worth Drainage District's L-11 and L-12 Canals on the north and south respectively.

We anticipate our deliverables to be based on an Aerial Topographic Survey of the area provided by Palm Beach County. Our products will be: (1) a Land Use Master Plan of the area, and (2) a Stormwater Management Master Plan of the area. Also included in our services are those efforts required to prepare for and attend up to two (2) "Public Information" meetings. The County staff will also be present and participate in these meetings, and will provide the location for these meetings.

This proposal is intended to outline our proposed processes and final deliverables achieved through the combined efforts of our team members in each of their fields of expertise. For the purposes of clarity and information, the following firms, their intended contribution and the related fees are listed below. Please note that the following scopes are included for general reference only and do not represent the details of each consultant's scope. A separate and complete proposal for each consultant's scope of services is included in this package.

X:\PROPOSALS\PBCounty\LW Rd Corridor Redevelopment\PROPOSAL.Final.doc

1 of 5

711 N. Dixie Highway, Suite 201 • West Palm Beach, FL 33401 • 561 689-8600 • Fax 561 689-7476 • www.keshavarz.com

1. **Keshavarz & Associates, Inc. (K&A):** Team leadership; point of contact with Palm Beach County; responsible for contract administration, project deliverables and schedule; assistance to Palm Beach County in relation to public information meetings, public information meeting participation; participation in the preparation of Land Use Master Plan, civil engineering and surveying services in connection with the Stormwater Management Master Plan. K&A will also perform a "Field Edit" after the aerial topographic product is acquired from Palm Beach County.
2. **Mock Roos & Associates, Inc. (M-R):** Preliminary stormwater master planning; assistance to Palm Beach County in relation to public information meetings, public information meeting participation; land surveying services, stormwater modeling and assistance with the preparation of a final Stormwater Management Master Plan.
3. **Urban Design Studio (UDS):** Planning services; research, review development restrictions, requirements and circumstances for study area and identification of opportunities and constraints with respect to designation of specific areas for stormwater utilization; preparation of preliminary master plan concept and review of same with Palm Beach County and the Village of Palm Springs; assistance to Palm Beach County in relation to public information meetings and attendance of public information meetings; preparation of final "Land Use Master Plan" which will be utilized by K&A and M-R during the course of stormwater master planning.
4. **Anna S. Cottrell & Associates, Inc. (ASCA):** Planning services; research, data acquisition and analysis of existing land use planning and zoning conditions within study area; coordination and discussions with Palm Beach County and the Village of Palm Springs regarding current 'comprehensive plan' policies and land development regulations and goals for the corridor; assistance to Palm Beach County in relation to public information meetings and attendance of public information meetings.
5. **Land Research Management (LRM):** Economic and market analysis/planning services; research, data acquisition and analysis of current market conditions and future trends to assist in preparation of the land use designation as a part of the Land Use Master Plan towards creating a Stormwater Management Master Plan; assistance to Palm Beach County in relation to public information meetings and participation at public information meetings.
6. **Dunkelberger Engineering and Testing, Inc. (DET):** Geotechnical engineering services including permeability testing, soil analysis and groundwater modeling.

Keshavarz & Associates, Inc.'s detailed scope of work is as follows:

1. Team Leadership / Project Management

Team leadership, acting as "Point of Contact" and management of team's activities with respect to the scope of work, project schedule, sequence of activities and contract administration.

2. Preliminary Research/Data Gathering Phase

A. Coordination, correspondence and meetings with Palm Beach County staff from "Engineering Services", "County Administration" and "Planning and Zoning" Departments to identify opportunities, constraints and client requirements with respect to the proposed tasks;

B. Coordination, correspondence and exchange of information with Palm Beach County staff regarding the aerial photography base maps. Coordination with team members and manipulation of said maps to become suitable for utilization by the project team. The aerial information expected to be produced by Palm Beach County are:

- Digital Aerial Photographs (2005)
- Light Detection and Ranging (LIDAR) (2001)

C. In order to maintain consistency with the vertical datum used by all pertinent entities involved, K&A will convert the "LIDAR" information provided by the County in the 1988 "North American Vertical Datum" to the 1929 "National Geodetic Vertical Datum"

D. Review various pertinent reports already existing with respect to Lake Worth Drainage District (LWDD) and South Florida Water Management District (SFWMD) facilities i.e.: C-51 Basin and C-16 Basin

E. Research and review the following information:

- Soils information of the master plan area from the most recent information obtained from SFWMD website
- Pervious pavement literature from various sources
- Permit information for existing roadway and development plans within the master plan area from LWDD, SFWMD, PBC and Village of Palm Springs files

F. Prepare graphic and tabular summaries of the existing drainage facilities information gathered above.

G. Attend meetings with the following entities to discuss "Land Use Master Plan" as well as "Stormwater Master Plan"

- 5 Meetings – PBC (Engineering Services and Water Resource Management)
- 4 Meetings – PBC (Planning and Zoning)
- 2 Meetings – Village of Palm Springs (Planning and Zoning)
- 2 Meetings – Village of Palm Springs (Engineering Consultant)
- 2 Meetings – SFWMD
- 2 Meetings – LWDD

H. Coordination, correspondence, exchange of information and meetings with various team members engaged on various tasks to ensure proper direction, progress, adherence to project schedule, etc. A total of 6 team meetings are anticipated to monitor the progress of sub-consultants. The Client's participation in these meetings are at the discretion of the Client, and not required, but encouraged by the Consultants.

I. Preparation of a "Base Map" to depict the desired locations for soil borings, monitoring wells and permeability tests. Included will be all of the coordination and liaison services between Dunkelberger Engineering & Testing, Inc., other team members and the Client.

J. Participation in preparation of "Preliminary Drainage Analysis"

K. Participation in preparation of "Preliminary Stormwater Management System Plan and Concepts"

L. Participation in preparation of "Preliminary Land Use Master Plan"

3. Implementation Phase

A. Preparation for, organization, attendance and conducting two "Public Information" meetings in collaboration with Palm Beach County and at a location provided by Palm Beach County. Participate in modifications to both "Land Use" and "Stormwater Management" Master Plans based on public comments.

B. Preparation of a final "Stormwater Management Master Plan" and submittals to the Client and pertinent regulating agencies.

C. Participation in final "Land Use Master Plan" preparation and submittals to the Client and pertinent regulating agencies

D. Attendance at one final public presentation.



Final Deliverables

- "Planning/Land Use Master Plan" for the study area depicting the proposed land uses for various parcels with the intent of providing space for the necessary Stormwater facilities prescribed by the "Stormwater Management Master Plan"
- "Stormwater Management Master Plan" for the study area

Please note that we will invoice based on mutually acceptable estimates of percentage of completion for the "Final Deliverables" mentioned above.

Our fee structure for the above services is as follows:

1.	Team Leadership, Project Management	\$ 16,000.00
2.	Preliminary Research/Data Gathering Phase	\$ 28,500.00
3.	Implementation Phase	\$ 37,500.00

The following constitutes the fee schedule for the entire team:

Keshavarz & Associates, Inc.	\$ 82,000.00
Mock Roos & Associates, Inc.	\$ 91,000.00
Urban Design Studios	\$ 25,000.00
Anna S. Cottrell & Associates, Inc.	\$ 6,000.00
Land Research Management.	\$ 8,000.00
Dunkelberger Engineering and Testing, Inc.	\$ 27,380.00
Reimbursables Estimated at 5%.	\$ 12,095.00
Total	\$251,475.00

We truly appreciate this opportunity to present you with this proposal. Upon your authorization to proceed, we will do our utmost to assist you in determining an effective course of action toward redevelopment efforts in this corridor.

Should you have any questions or require additional information, please feel free to contact our office.

Respectfully,
KESHAVARZ & ASSOCIATES, INC.


Maziar Keshavarz, P.E.
President

Enclosures

CC: Mr. Kenneth S. Todd, Jr., P.E.

RECEIVED

JUL 10 2006

KESHAVARZ & ASSOCIATES

MOCK • ROOS
ENGINEERS • SURVEYORS • PLANNERS

February 24, 2006

Revised April 5, 2006

Revised June 14, 2006

Revised July 7, 2006

Maziar Keshavarz
Keshavarz & Associates, Inc.
711 N. Dixie Highway, Suite 201
West Palm Beach, FL 33401

Ref. No.: A5062.00
Subject: Lake Worth Road Corridor Redevelopment Study

Dear Maziar:

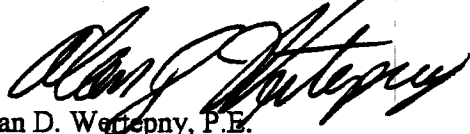
Enclosed are two copies of our revised *Proposal To Provide Engineering and Surveying Services for the Lake Worth Road Corridor Redevelopment Study*. Please review the attached proposal and return one signed copy to our office as our authorization to proceed with the Scope of Services outlined in the proposal.

We will provide the Scope of Services in two tasks for deliverable purposes. Task 1 is for data collection, inventory of facilities, surveying and a preliminary Stormwater Master Plan. Task 2 is the public participation, stormwater modeling, and development of the final Stormwater Master Plan. Our lump sum fee for Task 1 is \$46,000 and Task 2 is \$45,000. The total lump sum fee is \$91,000.

If you have any questions please contact me at 683-3113, extension 231. Thank you for using Mock•Roos on this project. We look forward to working with you.

Sincerely,

MOCK, ROOS & ASSOCIATES, INC;


Alan D. Wozniak, P.E.
Project Manager

ADW:cbm

Enclosure

Copies: Derek L. Zimmerman
Bookkeeping

L:\mk\A5062.00\03awwc.doc

Mock, Roos & Associates, Inc.

5720 Corporate Way, West Palm Beach, Florida 33407-2066, (561) 683-3113, fax 478-7248

Proposal To Provide Engineering and Surveying Services For the Lake Worth Road Corridor Redevelopment Study

Services to be provided by: Mock•Roos

Services provided to ("Client"): Keshavarz & Associates, Inc.

Proposal Date: February 24, 2006
Revised April 5, 2006
Revised June 14, 2006
Revised July 7, 2006

Proposal Terms

A. Project Description:

The Lake Worth Road Corridor Redevelopment Study ("Project") is a joint planning and engineering effort that has as its goal a master plan for revitalization of the Project area. The Project is bounded by Military Trail on the west, Congress Avenue on the east, and Lake Worth Drainage District's L-11 and L-12 Canals on the north and south, respectively. As a member of the team of professionals selected to complete the Project, Mock•Roos has been asked to provide Engineering and Surveying services for the development of a master drainage plan, possibly consisting of dry detention, wet detention, exfiltration trench, and pervious pavement. Mock•Roos will provide the Scope of Services as outlined in B. **Scope of Services** below.

B. Scope of Services:

Task 1 – Data Collection and Preliminary Calculations

1. Surveying Services
 - a. Provide horizontal and vertical locations for thirty (30) auger borings, six (6) temporary monitoring wells and six (6) borehole permeability tests. No additional topography will be located.
 - b. Mock•Roos will not perform any research of the public records. No boundaries will be researched or field surveyed. No existing easements and/or encumbrances will be shown. Existing property information will be a graphic representation based on the Palm Beach County GIS map data.
2. Existing Drainage Information Overview
 - a. Review the following studies and reports:

- Lake Worth Drainage District ("LWDD") Interbasin Study, Revised February 1993 (C-51 and C-16 Basins)
 - South Florida Water Management District ("SFWMD") Reevaluation of the C-51 Basin, November 2003
 - The master plan boundary limits for the Project will be provided by Palm Beach County
 - SFWMD C-51 Basin Rule Interim Guidance Memorandum, October 18, 2004
- b. Attend up to two (2) meetings with each of the following entities to discuss and obtain information regarding existing drainage facilities within the Project area:
- LWDD
 - Palm Beach County ("PBC")
 - SFWMD
 - Village of Palm Springs ("VPS")
- c. Review the following additional information about the Project area:
- Digital 2005 aerial photographs and 2001 Light Detection and Ranging ("LIDAR") data of the Project area provided by Palm Beach County.
 - Geotechnical data for thirty (30) auger borings, six (6) temporary groundwater monitoring wells, and six (6) borehole permeability tests within the Project area. Data to be provided by Dunkelberger Engineering and Testing, Inc.
 - Parcel inventory for the master plan area to be provided by Anna Cottrell and Urban Design Studio.
3. Preliminary Drainage Analysis
- a. Determine master plan area discharge limitations.
- b. Calculate master plan area storage requirements (water quality and quantity).
4. Preliminary Stormwater Management System Plan and Concepts
- a. Evaluate alternative stormwater runoff concepts such as wet detention areas, dry detention areas, exfiltration trench, and pervious pavement.
- b. Evaluate land use designation and corresponding stormwater runoff requirements. Land use designations or Land Use Master Plan to be provided by Urban Design Studio, Anna S. Cottrell & Associates, and Land Research Management.
- c. Calculate storage requirements for alternative stormwater runoff concepts.
- d. Develop a preliminary stormwater management plan.
5. Documentation/Deliverable(s)

- a. Prepare Letter Report No. 1 to the Client summarizing Task 1 services.
- b. Deliver two (2) hard copies and one (1) electronic file of Letter Report No. 1 to Client.
- c. Review draft of report prepared by Client for PBC (incorporating Mock•Roos Letter Report No. 1) and provide comments to Client.
- d. Attend two (2) meetings with Client to discuss Client report.

Task 2 – Public Participation and Stormwater Master Plan Development (“Plan”)

1. Public Workshops

- a. Prepare graphic materials of the proposed Plan in electronic format for use by Client in public workshops.
- b. Participate in up to two (2) public workshops with the community to discuss the Plan. Preparation or review of meeting minutes are not included in this proposal.
- c. Incorporate public comments into the proposed Plan.

2. Stormwater Computer Model Development

- a. Develop a computer model of the proposed Plan using Streamline Technologies’ Inter-Connected Pond Routing software. Model calibration will not be performed, as the model will represent proposed conditions only.
- b. Simulate four (4) design storm events (5-year/1-day, 10-year/1-day, 25-year/3-day, and 100-year/3-day).

3. Documentation/Deliverable(s)

- a. Prepare Letter Report No. 2 to the Client summarizing Task 2 services.
- b. Deliver two (2) hard copies and one (1) electronic file of Letter Report No. 2 to the Client.
- c. Review draft of report prepared by Client for PBC, incorporating Letter Report No. 2 by Mock•Roos, and provide comments to Client.
- d. Attend two (2) meetings with Client to discuss Client report.

4. Presentation Assistance

- a. Prepare graphic materials in electronic format for use in presentation to PBC Commission.
- b. Attend presentation to PBC Commission.

C. Additional Services:

1. Any services not included in the Scope of Services will be considered Additional Services.
2. Any design changes, schedule changes, drawing changes, or other project changes requested by Client will be considered Additional Services.
3. Additional Services can be provided upon Mock•Roos receiving signed authorization from Client.

D. Fees and Rates:

1. Mock•Roos will complete the Scope of Services for the lump sum fee of \$46,000 for Task 1 and a lump sum fee of \$45,000 for Task 2. The total lump sum fee is \$91,000.
2. Mock•Roos can provide Additional Services at the Mock•Roos rates in effect at that time, plus any reimbursable expenses, or for an agreed upon lump sum fee.

E. Conditions:

1. All terms become valid upon Mock•Roos receiving one complete copy of this proposal within 60 days of its date.
2. This Proposal is based on the Scope of Services being completed within 240 days of the date that Mock•Roos receives an original, fully executed proposal. If not completed in this time frame for reasons other than those within control of Mock•Roos, all terms may be adjusted by Mock•Roos.
3. This Proposal is based on the Client providing the following information to Mock•Roos for use in Task 1 Scope of Service:
 - a. Proposed locations of auger borings, temporary monitoring wells, and borehole permeability tests.
 - b. A basemap (electronically) of the locations of the borings, well and permeability tests.
 - c. Soils information of the master plan area from the most recent information obtained and provided electronically from SFWMD website.
 - d. A summary of pervious pavement literature from various sources as applicable.
 - e. Permit information for existing roadway and development plans within the master plan area from LWDD, SFWMD, PBC and VPS files.
 - f. Graphic and tabular summaries of the existing drainage facilities information gathered in Task e, above.

- d. For consistency with other elevation information, Client will convert the LIDAR information provided in the 1988 North American Vertical Datum to the 1929 National Geodetic Vertical Datum.

F. Acceptance and Authorization to Proceed:

1. This proposal is acceptable and Mock•Roos has authorization to proceed with the Scope of Services. This authorization becomes valid upon Mock•Roos receiving one **complete** copy of this form with an original signature below.

CLIENT

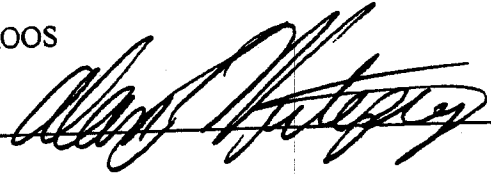
Signed: _____

Name: _____

Title: _____

Date: _____

MOCK•ROOS

Signed:  _____

Name: Alan D. Wertepny, P.E.

Title: Vice President

Date: Revised July 7, 2006

**Please return one complete copy of this form
with an original signature to Mock•Roos. Thank you.**

February 8, 2006
March 24, 2006
July 10, 2006 rev.



Mr. Maziar Keshavarz, Principal
Keshavarz & Associates
711 N. Dixie Highway, Suite 201
West Palm Beach, FL 33401
Phone: 689-8600
Fax: 689-7476

Urban Design
Urban Planning
Land Planning
Landscape Architecture

**RE: LAKEWORTH CORRIDOR STUDY
MASTER PLANNING SERVICES
UDS REF. #05-094.01 (DPA)**

Mr. Keshavarz:

This proposal is submitted by **URBAN DESIGN STUDIO**, hereinafter referred to as the "**Consultant**" to **KESHAVARZ AND ASSOCIATES**, hereinafter referred to as the "**Client**". This proposal is for professional services rendered by the Consultant as an agent for the Client. The Consultant shall research all information available through Palm Beach County records as well as the existing conditions of the Lake Worth Corridor, between Congress Avenue and Military Trail, from the southern boundary of the C-16 canal to the northern boundary of the corridor of Lakewood Road, in order to prepare a Master Plan that will assist the Client in facilitating a Master Drainage Plan. The scope of services will include discussions with Palm Beach County and the Village of Palm Springs on current land use and zoning plans and land development regulations.

Our services under this agreement will include the following:

PART I. MASTER PLAN; UDS REF. #05-094.01 (MP)

- Attendance at initial client conference to review pertinent development restrictions and/or requirements, client-supplied data (survey, utilities, etc.) and program;
- Attendance at up to four (4) meetings with pertinent Palm Beach County staff to review and confirm appropriate development regulations and approval processes, design constraints and opportunities, and project funding, if necessary;
- Site investigation based on site visit, aerial photographs, and any available surveys, studies or plans pertaining to the proposed development area, as supplied by Client;
- Review pertinent development restrictions, requirements, and circumstances for the study site;
- Consultation and coordination with other consultants and professionals retained for subject project (civil engineer, planners, etc.);
- Coordination and review of preliminary Master Plan concepts with Client and project consultants;

477 S. Rosemary Avenue
Suite 225 - The Lofts at City Place
West Palm Beach, FL 33401
561.366.1100 561.366.1111 fax
www.UDSonline.com
LCC35

- Review of Comprehensive Plan designation of parcels within the study area, and analysis of the affect of the Comprehensive Plan's policies and objectives on the proposed Corridor Master Plan study;
- Review of zoning approval history of the parcels within the study area and analysis of zoning codes and other regulatory requirements and constraints which may effect development programs, including current and previously approved site plans, zoning resolutions, and other information on file with the Village of Palm Springs or with Palm Beach County records.
- Preparation of one (1) finalized CAD based Master Plan, approved by client, for submittal to the Village of Palm Springs and Palm Beach County. (*Master Plan is conceptual and is not intended for use as a detailed construction document*);
Master Plan to include:
 - location of areas of development
 - proposed vehicular circulation
 - proposed design theme
 - proposed pedestrian linkage
 - proposed stormwater management areas
 - location of environmentally significant lands, as necessary (to be provided by environmental consultant)
 - zoning and land use categories within the study site
 - abutting structures, land use and zoning information within 100' of the outside boundaries of the study site
 - centerline and ultimate rights-of-way for abutting roads and canals (to be provided by project engineer)
 - existing and proposed recreation areas, as necessary
 - location of existing easements and utilities based on title work/recorded information provided by others (to be provided by project engineering)
 - tabular master site data
- Preparation of up to three (3) refinements to the final CAD based Master Plan in response to Client or Village of Palm Springs initial comments;

PART II. PRESENTATION GRAPHICS; UDS REF. #05-094.01 (MG)

- Coordination with Team Consultants to prepare a Powerpoint Presentation depicting the proposed Master Drainage Program;
- Prepare for and attend up to two (2) Public Information Discussion Meetings;
- Attendance at one (1) Final Public Presentation.

FEES:

PART I. MASTER PLAN; UDS REF. #05-094.01 (MP)

Hourly Not to Exceed Without

Further Authorization \$21,000.00

PART II. PRESENTATION GRAPHICS; UDS REF. #05-094.01 (MG)

Hourly Not to Exceed Without

Further Authorization \$4,000.00

Hourly Open and Hourly Not to Exceed fees shall be billed on an hourly basis in accordance with the hourly rates referenced on the attached "Terms" sheet.

Reimbursable expenses are in addition to professional service fees and shall include, but are not limited to: reproduction, travel, lodging, courier, telephone charges, and client requested renderings and models. All vendor reimbursable expenses shall be billed on a monthly basis and charged at 1.15% of direct cost.

Additionally, Consultant may suspend the performance of its services if Client fails to pay Consultant in full for services rendered or expenses incurred. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

Contract Notes:

- *Consultant will make a reasonable effort to identify waivers/variances required as a result of deviations from the land development regulations of the governing body. However, the Consultant and/or Client agree to ultimately rely on the governing body staff to identify all required waivers/variances.*
- *Errors and Omissions: Modifications to plans and application materials required as a result of errors and/or omissions by the surveyor, engineer or any other consultant, or changes requested by the Client or governmental agencies, will also be considered additional services, unless otherwise stated.*
- *Signage: Regulatory signage shown on plans prepared by the Consultant is conceptual only and subject to review by the project engineer and approval by the permitting agencies.*
- *Construction Details: Pavement and Parking Construction details shown on plans prepared by the Consultant are conceptual only and subject to review by the project engineer and approval by the permitting agencies.*
- *Client agrees to advise Consultant of any known or suspected contaminants at the Project site.*
- *Client acknowledges and agrees that proper Project maintenance is required after the Project is complete. A lack of improper maintenance may result in damage to property or persons. Client further acknowledges and agrees that, as between the parties to this Agreement, Client is solely responsible for the results of any lack of or improper maintenance.*

Thank you for the opportunity to submit this proposal. The terms of this agreement are attached hereto and are a part hereof. Receipt of this signed original proposal shall be our authorization to proceed. The duplicate original enclosed is for your files.

Sincerely,
URBAN DESIGN STUDIO



Ken Tuma
Principal

sp

Attachment: "Terms"

APPROVED AND ACCEPTED THIS _____ DAY OF _____, 2006.

By: _____
Print Name - Authorized Agent

Signature

TERMS

- Fixed Fees shall be billed on a monthly percentage of professional services completed basis.
- Fees related to Hourly services shall be billed monthly at the rates specified herein.
- The Consultant shall not exceed the estimated hourly upset fees without further authorization.
- Payment of fees do not in any way depend upon development approval by any governmental agency or any other reviewing body excepting herewith any "bonus" provisions if applicable.
- All balances shall be due upon receipt. Invoices shall be considered past due thirty (30) days from date of billing.
- The Client shall be responsible for a twelve per cent (12%) carrying charge on all past due accounts.
- Fees are subject to renegotiation if scope of services is not completed within six (6) months due to delays beyond the Consultant's control.
- The Consultant shall not be responsible for any application fees or permit fees if required.
- The Consultant shall not be responsible for any professional services or fees other than those specifically referenced in this agreement.
- The terms of this agreement may be null and void if not accepted in thirty (30) days.
- Owner hereby grants to UDS the right to lien the real property of Owner as to which the professional services of UDS under this Agreement apply, to the extent of all sums, costs and fees due UDS hereunder. Such lien shall be filed, governed and foreclosed in the same manner as liens authorized under Chapter 713.03 (2), Florida Statutes.
- Services and costs under this contract may be subject to a Florida sales tax. If required, such a tax will be added to the fees quoted herein.
- Nothing in this Agreement shall create a contractual relationship for the benefit of any third party.
- UDS retains the right to post a marketing/information sign on the subject property.

ADDITIONAL SERVICES:

- Additional Services required as a result of substantial changes in the established project program, constraints or other major changes in the project concept, or as requested by the Client or Governing Body will require proper authorization by the client and will be billed at the hourly rates referenced herein, or may be negotiated on a fixed fee basis.

HOURLY RATES:

PRINCIPAL:	\$110-175/hr.	PROJECT DESIGNER/ PLANNER:	\$65-150/hr.
URBAN DESIGNER/PLANNER	\$75-150/hr.	PROFESSIONAL SUPPORT:	\$45-65/hr.
LANDSCAPE ARCHITECT:	\$85-125/hr.	TECHNICAL SUPPORT:	\$25-55/hr.

- Expert Witness testimony and deposition time will be billed at higher hourly rates.
- Hourly rates are subject to change upon thirty (30) day written notification.

EXPENSES:

- Reimbursable expenses are in addition to professional service fees and shall include, but are not limited to: reproduction, travel, lodging, courier, telephone charges, and client requested renderings and models. All vendor reimbursable expenses shall be billed on a monthly basis and charged at 1.15% of direct cost.

USE AND OWNERSHIP OF DOCUMENTS:

- Upon the parties signing this Agreement, Consultant grants Client a nonexclusive license to use UDS documents as described in this Agreement, provided Client performs in accordance with the terms of this Agreement. No other license is implied or granted under this Agreement. All instruments of professional service prepared by Consultant, including, but not limited to, drawings and specifications, graphic/logo design, and renderings are the property of UDS. These documents shall not be reused by Client on other projects without Consultant's written permission. UDS retains all rights, including copyrights, in its documents. Client or others cannot use UDS documents to complete this Project with others unless Consultant is found to have materially breached this Agreement.

INDEMNIFICATION:

- If this project involves construction as that term is generally understood, and the Consultant does not provide landscape architectural services during the construction, including on-site monitoring, site visits, shop drawing review, design clarifications, etc., the Client agrees to indemnify, defend and hold Consultant harmless from and against any and all claims, suits, demands, losses, costs and expenses, and liabilities arising out of, or resulting from, acts or omissions in the performance of said architectural services during construction by the Client, and those agents, employees, or subcontractors other than the Consultant.

TERMINATION:

- It is further understood that, in case the Client fails to make any payments when due, in full, within thirty (30) days of the receipt of notification as to the amounts then due, the Consultant may elect not to perform any further services pursuant to this agreement and all payments already made shall be retained as liquidated damages and the Consultant may elect to terminate the Contract. Consultant shall have no liability because of such suspension of services or termination due to Client's nonpayment.

ATTORNEY'S FEES:

- In connection with any litigation, including appellate proceedings arising out of this agreement, the Consultant shall be entitled to recover from the Client any amounts due and/or unpaid, together with costs, interest and reasonable attorney's fees.

CONFLICT:

- Any changes to this contract shall be in writing and executed by all parties. In the event that there is disagreement between the parties regarding any of the terms of this agreement, said disagreement shall be submitted to arbitration pursuant to the rules and regulations of the American Arbitration Association. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. The decision of the American Arbitration Association shall be binding on the parties. Mediation fees shall be shared equally.

March 30, 2006

Mr. Maziar Keshavarz
Keshavarz & Associates, Inc
711 Dixie Highway
West Palm Beach, FL 33401

Re: **AGREEMENT FOR PROFESSIONAL SERVICES/LAKE WORTH ROAD
CORRIDOR MASTER PLAN**

Dear Mr. Keshavarz:

We are pleased to present this agreement for professional services, which shall be between **ANNA S. COTTRELL & ASSOCIATES, INC.**, (hereinafter Consultant) and **KESHAVARZ & ASSOCIATES, INC.** (hereinafter Client).

This agreement is for professional planning services to assist the Client and consultant team in the preparation of a conceptual master plan for the Lake Worth Road commercial corridor, which will be used in the implementation of a master drainage plan for the area. Our scope of services will involve review of existing area conditions, research of development approvals, analysis of development trends and participation with the consultant team in the completion of a conceptual master plan. Our work will consist of the following tasks:

- Participation in discussions with Palm Beach County and Village of Palm Springs regarding current comprehensive plan policies and land development regulations and goals for corridor redevelopment;
- Participation in site investigation, to include site visits, windshield survey of existing uses, and review of aerial photographs and any available surveys, studies and plans related to existing conditions;
- Review of recent development approvals (past five years) by Palm Beach County and Village of Palm Springs for properties within study area;
- Update of vacant land availability inventory;
- Update of parcel classification according to viability of current use, i.e., Contributing, Moderate, Substandard or Vacant;
- Comparative analysis of current inventories with previous inventories completed for Lake Worth Road corridor study for vacant land and parcel classification; to discern development trends with respect to land uses, site utilization and development design;
- Review with consultant team of master planning concepts;
- Meetings with county and village staff, as needed, and participation in public meetings (maximum two public meetings).

P.O. Box 19058, West Palm Beach, Florida 33416
Tel (561) 963.5578 • Fax (561) 439.2661
acottrell@cottrellplanners.com

Mr. Maziar Keshavarz
March 30, 2006
Agreement/Page Two

FEES:

Our fee for the professional services outlined in this agreement will be based on an hourly billing basis, at the rate of \$150.00 per hour, with a maximum fee of **\$6,000.00 (SIX THOUSAND DOLLARS)**.

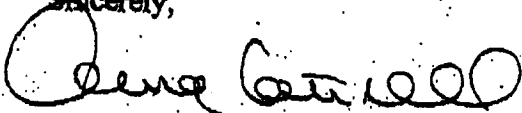
Reimbursable expenses will be billed in addition to our professional services fee. Reimbursable expenses, such as copies, faxes, mileage and postage and delivery, will be billed at cost plus 15%.

Our fee is based on an estimate of the time required to complete the identified scope of services. Substantial changes in the project, expansion of the scope of work, or significant delay in the commencement of services may require **additional services and fees**. Additional services will be billed on an hourly basis.

The **TERMS** of this agreement are detailed on the attached exhibit entitled "**TERMS and CONDITIONS**", which is incorporated herein by reference.

We appreciate the opportunity to present this agreement for services, and to be of assistance to you in this project. Should you have any questions regarding this agreement please feel free to call.

Sincerely,



Anna S. Cottrell, AICP

ACCEPTANCE OF AGREEMENT:

The above fees, terms, conditions and specifications are satisfactory and hereby accepted. Consultant is authorized to do the work specified. Payment shall be made as outlined above.

THIS PROPOSAL ACCEPTED BY:

Mr. Maziar Keshavarz
Keshavarz & Associates

Date:

LAND RESEARCH MANAGEMENT, INC.

MARKET STUDY SCOPE

A. Scope

- Task 1:** Review and summarize previous Lake Worth Corridor studies.
- 1.1 Compile County and Palm Springs studies, including corridor studies, CCRT documents, Neighborhood Planning studies, and Future Land Use Map amendments.
 - 1.2 Review County and Palm Springs Comprehensive Plans to determine if there are any directly applicable policies related to Corridor development directives.
 - 1.3 Review MPO and County transportation planning documents to determine existing and projected traffic counts and planned roadway improvements.
 - 1.4 Discuss neighborhood and regional accessibility characteristics of the Lake Worth Road Corridor, along the link from Congress Avenue to Military Trail.
 - 1.5 Prepare a summary of Tasks 1 – 5 for the purpose of summarizing any pertinent conclusions and recommendations regarding the future development/redevelopment potential of the Corridor.
- Task 2:** Prepare a demographic analysis of the Lake Worth Corridor.
- 2.1 Prepare a map and compile 2000 Census data for the "Lake Worth Corridor Census Designated Place (CDP)". Census data will include information on demographics and housing and household characteristics.
 - 2.2 Compare data with those of Palm Beach County and the defined "East-Central" region of the County (i.e. bounded by Forest Hill Boulevard, Meleleuca Lane, Jog Road and Congress Avenue).
 - 2.3 Using TAZ data, prepare population projections for the Lake Worth Corridor CDP and the East-Central region.
- Task 3:** Characterize commercial development patterns within the East-Central region of the County, including the identification of commercial nodes, including key tenants.

- Task 4: Complete a detailed survey of commercial businesses along the Lake Worth Road corridor, from Congress Avenue to Military Trail, including size (building sq. ft.), tenant mix, and vacancy rates.
- Task 5: Using Property Appraiser data and maps, prepare an "ownership" analysis of the properties in the Lake Worth Corridor, from Congress Avenue to Military Trail.
- Task 6: Summarize the results of Tasks 1 – 5 and prepare conclusions and recommendations regarding the commercial development potential of the Lake Worth Road Corridor, including: The role of the corridor in the East Central region; and the types of commercial businesses and locations to be targeted for future development.

B. Budget

The budget for completing the above Scope is \$6,000 - \$8,000, depending upon how much of the above data is currently available from other sources identified above (i.e. Task 1), or the amount of work already accounted for in other Project Team members Scope of Services.

Keshavarz & Associates, Inc.
711 North Dixie Highway, Suite 201
West Palm Beach, Florida 33401

January 26, 2006
Proposal No. P-05-21-5183

Attention: Mr. Maziar Keshavarz, P.E.

Subject: *Geotechnical Services*
Lake Worth Road Corridor Redevelopment
From Military Trail to Congress Avenue and
From Lakewood Road on the North to
LWDD L-12 Canal on the South
Palm Beach County Project No. 2001055
Palm Beach County, Florida

Gentlemen:

INTRODUCTION

Pursuant to the January 13, 2006 meeting with representatives of Keshavarz and Palm Beach County, Dunkelberger Engineering & Testing, Inc. (DET) is pleased to present this proposal for geotechnical work for the proposed Lake Worth Road Corridor Redevelopment Study. This letter presents a scope of work and a time frame for execution of the geotechnical component of the study. Compensation for the services is also described herein.

PROJECT CONSIDERATIONS

The project will consist of a joint planning and engineering effort that has as its goal the development of a master plan for revitalization of the project area. The project area is bounded by Military Trail to the west, Congress Avenue to the east, and Lake Worth Drainage District (LWDD) L-11 and L-12 Canals to the north and south, respectively, of Lake Worth Road. One of the strategies within the plan is the development of a master drainage plan. Such a drainage plan may consist of dry retention, wet retention, exfiltration trench use for stormwater and the introduction of pervious pavement.

SCOPE OF GEOTECHNICAL WORK

The project requires that geotechnical information be provided for drainage design purposes. DET proposes to provide the requisite information through completion of the following tasks:

1. The Soil Survey of Palm Beach County Area, Florida will be researched to identify the existing surficial soils that are mapped for the project area.

2. Historical aerial photographs of the project area will be reviewed to determine past land usage that may have geotechnical significance.
3. Thirty (30) auger profile borings will be drilled throughout the project area to determine subsurface profile components and groundwater levels. The borings will be drilled to a depth of 7 feet below existing grades.
4. Deeper subsurface profile conditions will be explored by drilling four Standard Penetration Test (SPT) borings to a depth of 30 feet. The borings will be drilled in accordance with the protocol described in ASTM D 1586.
5. Samples from the borings will be taken and tested for index properties including moisture content, organic content, and grain size distribution. Materials from the borings will be classified in accordance with the Unified Soil Classification System.
6. The horizontal permeability characteristics of the subsoils within the project area will be evaluated by conducting six field permeability tests in accordance with the South Florida Water Management District's Usual Open Hole Constant Head Test method. The vertical permeability of the subsoils will be measured using four double-ring field permeability tests.
7. Temporary groundwater level monitoring wells (i.e. piezometers) will be installed at the field permeability test locations. These will be used for the subsequent monitoring of groundwater levels. Groundwater levels will be read manually over a six month period at a frequency of once per month.
8. Results of the field and laboratory work will be summarized in a geotechnical report. The report will include the following:
 - Subsurface profiles
 - SPT data
 - Groundwater levels
 - Field permeability test results
 - Laboratory test results
9. Working in concert with the project civil engineer, we will provide assistance in the development of a conceptual master drainage plan. This will include the use of the geotechnical information together with conceptual drainage designs to determine groundwater mounding and recovery times for potential drainage options such as pervious pavements and/or dry retention areas. The analyses are expected to include use of relatively simple groundwater models such as MODRET and/or hand calculations.
10. We will also evaluate final drainage designs using groundwater modeling techniques.

DE&T

SCHEDULE AND FEES

The work will begin within one week of our receiving the written notice to proceed. We expect that the staking and utility clearance process will require approximately one week. Field and laboratory work will require approximately three weeks to complete. The written geotechnical report will be submitted one week after the field and laboratory work is finished. Groundwater modeling is expected to require three to four weeks depending upon complexity.

Based upon the scope of work outlined above and unit fee rates included in our current continuing services contract with Palm Beach County, we estimate that the geotechnical work described earlier can be completed for a limiting amount of \$27,380. A breakdown of the estimated cost is provided in the attachment. That amount will not be exceeded without due cause and your prior written authorization.

Invoices for our services are due and payable upon receipt. Invoices not paid within 30 days of their date will be assessed a finance charge of one percent per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within 60 days will result in DET stopping work until such invoices are paid in full. Invoices not paid within 90 days of their date will be referred for collection. The client will be responsible for all expenses incurred by DET in the collection of any unpaid invoice, including the actual attorneys' fees and costs charged by our legal counsel.

Other terms and conditions related to the engagement of our services are discussed in the General Conditions, Attachment 2. The General Conditions are hereby incorporated into and made part of this proposal.

OTHER CONSIDERATIONS

We plan to coordinate the geotechnical work with the project surveyor. Survey assistance will likely include locations and elevations of the borings drilled for this study.

Finally, we have assumed that acquisition of a right-of way permit from Palm Beach County will not be required for this assignment. If this is not the case, please advise so that we can modify our fee proposal accordingly.

____oOo____

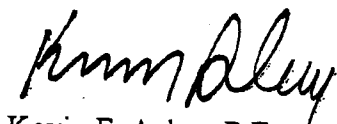
DE&T

DET appreciates the opportunity to submit this proposal and looks forward to rendering the services described herein. We trust that the proposal contents are clear and understandable. Should you require any clarification or amplification, however, please contact us.

If the proposal is satisfactory, kindly sign and return the acceptance copy furnished for this purpose.

Very truly yours,

DUNKELBERGER ENGINEERING & TESTING, INC.



Kevin E. Aubry, P.E.
Geotechnical Services Manager

p5183:kat



Thomas J. Topper, P.E.
Principal Engineer

Attachments: 1. Itemized Fee Breakdown
2. General Conditions

cc: Addressee (2) ... *via fax and U.S. Mail*
Mock, Roos & Associates, Inc. (1) ... *via fax and U.S. Mail*
Attn: Mr. Alan Wertepny, P.E.

Accepted this _____ day of _____, 2006.

Company

Signature

Name and Title

DE&T

SOILS SURVEY AND GEOTECHNICAL WORK
ITEMIZED FEE SCHEDULE
LAKE WORTH ROAD CORRIDOR REDEVELOPMENT

ITEM DESCRIPTION				UNITS	AMOUNT	UNIT RATE	FEE
I. PROJECT START-UP & MOBILIZATION							
A. Stake Borings and Utility Clearance							
1. Senior Engineering Technician			hours	16	\$ 55.00	\$ 880.00	
B. Drill Rig Mobilization			each	1	\$ 250.00	\$ 250.00	
SUBTOTAL- PROJECT START UP & MOBILIZATION							\$ 1,130.00
II. FIELD EXPLORATION & MONITORING							
A. SPT Borings (4 at 30 feet deep)							
1. 0 to 50 feet deep			feet	120	\$ 11.00	\$ 1,320.00	
2. 50 to 100 feet deep			feet	0	\$ 12.00	\$ -	
B. Auger Profile Borings (30 at 7' deep)			feet	210	\$ 8.00	\$ 1,680.00	
C. Field Permeability Tests			each	6	\$ 250.00	\$ 1,500.00	
D. Double Ring Infiltrometer Tests			each	4	\$ 450.00	\$ 1,800.00	
E. Piezometer Installation (6 at 15' deep)			feet	90	\$ 25.00	\$ 2,250.00	
F. Staff Engineer			hours	40	\$ 70.00	\$ 2,800.00	
SUBTOTAL- FIELD EXPLORATION							\$ 11,350.00
III. LABORATORY WORK							
A. Visual Engineering Classification							
1. Staff Engineer			hours	4	\$ 70.00	\$ 280.00	
B. Moisture Content Test			each	8	\$ 10.00	\$ 80.00	
C. Organic Content Test			each	8	\$ 25.00	\$ 200.00	
D. Grain Size Distribution			each	16	\$ 50.00	\$ 800.00	
SUBTOTAL-LABORATORY WORK							\$ 1,360.00
IV. GEOTECHNICAL ENGINEERING							
A. Principal Engineer			hours	8	\$ 115.00	\$ 920.00	
B. Senior Geotechnical Engineer			hours	40	\$ 110.00	\$ 4,400.00	
C. Registered Engineer (P.E.)			hours	60	\$ 85.00	\$ 5,100.00	
D. Staff Engineer			hours	24	\$ 70.00	\$ 1,680.00	
E. Senior Engineering Technician			hours	8	\$ 55.00	\$ 440.00	
F. Engineering Technician			hours	8	\$ 35.00	\$ 280.00	
G. Drafter/CADD			hours	16	\$ 45.00	\$ 720.00	
SUBTOTAL-GEOTECHNICAL ENGINEERING							\$ 13,540.00
TOTAL-SOILS SURVEY AND GEOTECHNICAL WORK							\$ 27,380.00

DE&T

GENERAL CONDITIONS"Dunkelberger Engineering & Testing, Inc. (DET) and Client Agreement"

1. **Payment Terms:** Invoices are due and payable upon receipt. Invoices not paid within 30 days of date rendered will be assessed a finance charge of one percent per month, or fraction thereof, for each month beyond 30 days past due. Invoices not paid within 60 days will result in DET stopping work until such invoices rendered are paid in full. Invoices not paid within 90 days of the date rendered will be referred for collection. Client will be responsible for all expenses incurred by DET in the collection of any unpaid invoice, including the actual attorneys' fees and costs charged by our legal counsel.
2. **Insurance:** DET maintains Workers' Compensation and Employer's Liability Insurance in conformance with applicable state law. In addition, DET maintains Professional Liability Insurance with a \$2,000,000 limit, as well as Comprehensive General Liability Insurance and Automobile Liability Insurance with bodily injury and property damage combined limits of \$2,500,000/\$2,500,000. A certificate of insurance can be supplied evidencing such coverage, upon request.
3. **Access to Site:** Client will arrange and provide such access to the site as is necessary for DET to perform the work. DET shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, DET has not included in its fee the cost of restoration of damage which may occur. If Client desires or requires DET to restore the site to its former condition, upon written request DET will perform such additional work as is necessary to do so and Client agrees to pay to DET the cost thereof.
4. **Damage to existing man-made objects:** Unless DET has assumed in writing the responsibility of locating subsurface or latent conditions, Client agrees to indemnify and save DET harmless from all claims, suits, losses, costs and expenses, including reasonable attorneys' fees as a result of personal injury, death or property damage occurring with respect to DET's performance of its work and arising from subsurface or latent conditions or damage to subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to DET by Client.
- 5a. **Warranty:** DET's services will be performed, its findings obtained, and its reports prepared in accordance with its proposal, Client's acceptance thereof, these General Conditions, and with generally accepted principles and practices. In performing its professional services, DET will use that degree of care and skill ordinarily exercised under similar circumstances by members of its profession. This warranty is in lieu of all other warranties or representations, either expressed or implied.
- 5b. **Risk Allocation:** Should DET or any of its professional employees be found to have been negligent in the performing of professional services or work or to have made and breached any expressed or implied warranty, representation or contract, Client, all parties claiming through Client, and all parties claiming to have in any way relied upon DET's services or work agree that the maximum aggregate amount of the liability of DET, its officers, employees, and agents shall be limited to \$50,000 or the total amount of the fee paid to DET for its work performed with respect to the project, whichever amount is greater. Client expressly agrees that it has received consideration for this agreement to limit liability in the form of a lower contract price.

Client may, upon written request received within five days of Client's acceptance hereof, increase the limit of DET's liability to \$500,000 or the amount of DET's fee, whichever is the greater, by agreeing to pay DET a sum equivalent to an additional amount of 5% of the total fee, or \$400, whichever is greater. This charge is not to be construed as being a charge for insurance of any type but is increased consideration for the greater liability involved.
6. **Indemnity:** Subject to the above limitations, DET agrees to indemnify and hold Client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of DET's negligence to the extent of DET's negligence. Client shall provide the same protection to the extent of its negligence. In the event that Client shall bring any suit or claim against DET, the Client shall pay to DET the costs and expenses incurred by DET to answer and defend it, including reasonable attorneys' fees and court costs, to the extent that DET shall prevail in such suit.
7. **Governing Law:** This agreement shall be governed in all respects by the laws of the State of Florida.

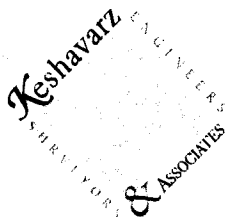


Exhibit 'B'

FEE SCHEDULE FOR FEBRUARY 28, 2006 THROUGH FEBRUARY 27, 2007

Reference: Lake Worth Road Corridor Redevelopment Study

HOURLY RATES:

<u>PERSONNEL CLASSIFICATION</u>	<u>Raw Salary</u>	<u>Hourly Billing</u>
SENIOR PROFESSIONAL ENGINEER	48.10	138.00
PROJECT MANAGER	40.00	114.00
PROFESSIONAL ENGINEER	34.00	97.00
DESIGNER	29.00	83.00
CAD/D TECHNICIAN	23.00	66.00
SENIOR SURVEYOR & MAPPER	35.00	100.00
3-PERSON SURVEY FIELD PARTY	40.00	915.00 (PER DAY)

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

OUR SUBCONTRACTORS SHALL BE: **Mock Roos & Associates, Inc.**
Urban Design Studios
Anna S. Cottrell & Associates, Inc.
Land Research Management
Dunkelberger Engineering and Testing, Inc.

MULTIPLIER CALCULATIONS:

SALARY	1
FRINGE BENEFITS/GENERAL OPERATION	1.60
SUBTOTAL	2.60
PROFIT @ 10%	0.26
TOTAL	2.86

EXHIBIT "C"

CONSULTANT CERTIFICATION STATEMENTS

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 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 bona fide 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 bona fide 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, or sexual orientation.



Maziar Keshavarz, P.E., President

PARTICIPATION FOR M/WBE CONSULTANTS

EXHIBIT "D"

PROJECT NAME: LAKE WORTH CORRIDOR REDEVELOPMENT STUDY
STORMWATER MANAGEMENT MASTER PLAN

PROJECT NUMBER: 2006907

NAME OF PRIME CONSULTANT: KESHAVARZ & ASSOCIATES, INC.

TELEPHONE NUMBER: 561-689-8600

CONTACT PERSON: MAZIAR KESHAVARZ, P.E., PRESIDENT

AGREEMENT DATE: ANNUAL M.S.T.U. DISTRICTS A-E AGREEMENT
DATED FEBRUARY 3, 2004 (R-2004-0195)/RENEWAL DATED 2/28/06 (R-2006-0312)

DEPARTMENT: ENG. & PUBLIC WORKS/ENG. SERVICES

Name, Address
and Telephone Number
of Minority Consultant

	Services Provided	SBE	Black	Hispanic	Other	Women
1. Keshavarz & Associates, Inc. 711 N. Dixie Highway, Suite 201 West Palm Beach, FL 33401 561-689-8600	Engineering and Surveying Meetings	\$ _____	\$ _____	\$ _____	<u>\$93,975.00</u>	\$ _____
2. Anna S. Cottrell & Associates, Inc. P.O. Box 19058 West Palm Beach, FL 33416 561-963-5578	Planning for Comprehensive Plan	\$ _____	\$ _____	\$ _____	\$ _____	<u>\$ 6,000.00</u>
3.		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTALS		\$ _____	\$ _____	\$ _____	<u>\$ 93,975.00</u>	<u>\$ 6,000.00</u>

TASK AGREEMENT AMOUNT: \$ 251,475.00

TOTAL % M/WBE PARTICIPATION: 39.8 %

LETTER OF INTENT TO PERFORM AS A MINORITY AND/OR SUB-CONSULTANT

TO: PALM BEACH COUNTY
(NAME OF PRIME CONSULTANT)
P.O. BOX 1989, WEST PALM BEACH, FL 33401
(ADDRESS)

CONTACT PERSON & TITLE: Charlie Rich

FROM: Keshavarz & Associates, Inc.
(NAME OF SUB-CONSULTANT)

711 N. Dixie Highway, Suite 201, West Palm Beach, FL 33401
(ADDRESS - Where work will be performed)

37.4%
** (Percent of Work)

** Percentage of work to be performed within the firm=s Palm Beach County offices ONLY.

CONTACT PERSON & TITLE:

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

The undersigned is certified by Palm Beach County as (check one):

* MBE: H BL WBE XX O(Other) Non MBE Certified

* Attach copy of current applicable certification(s).

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Engineering and surveying services

which is 37.4 % of the total work to be performed by the Sub-consultant on the named project.

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.

PROJECT: LAKE WORTH RD. CORRIDOR REDEVELOPMENT STUDY
PROJECT #: 2006907

KESHAVARZ & ASSOCIATES, INC.
NAME OF MINORITY OR SUB-CONSULTANT FIRM)

BY: [Signature] 8/31/06
(SIGNATURE OF REPRESENTATIVE) (DATE)

MAZIAR KESHAVARZ, P.E., PRESIDENT
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)



December 29, 2003

Certification Date: 12/29/2003 - 12/29/2006

**Office of
Small Business Assistance**

50 S. Military Trail, Suite 209

West Palm Beach, FL 33415

(561) 616-6840

Fax: (561) 616-6850

www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Karen T. Marcus, Chair

Tony Masilotti, Vice Chairman

Jeff Koons

Warren H. Newell

Mary McCarty

Burt Aaronson

Addie L. Greene

County Administrator

Robert Weisman

**SERVICES: Civil Engineers
Engineering Services, Professional
Surveying Services**

Keshavarz & Associates, Inc.
211 N. Dixie Highway, Suite 201
West Palm Beach, FL 33401

Attention: Maziar Keshavarz

The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted for renewal of your firm's certification and is pleased to announce that your firm has been certified as a Small/Minority Business Enterprise (S/MBE) for three (3) years.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840.

Your company's certification is subject to periodic review to verify your continued eligibility. You are required to notify us if at any time the minority status of your firm changes. Failure to report changes in the status of your firm may result in your firm being decertified.

Sincerely,

Vicki Hobbs
Certification Technician

"An Equal Opportunity
Affirmative Action Employer"

printed on recycled paper

LETTER OF INTENT TO PERFORM AS A MINORITY AND/OR SUB-CONSULTANT

TO: KESHAVARZ & ASSOCIATES, INC.
(NAME OF PRIME CONSULTANT)

711 NORTH DIXIE HIGHWAY, SUITE 201, WEST PALM BEACH, FLORIDA 33401
(ADDRESS)

CONTACT PERSON & TITLE: MAZIAR KESHAVARZ, P.E., PRESIDENT

FROM: MOCK, ROOS & ASSOCIATES, INC.
(NAME OF SUB-CONSULTANT)

5720 CORPORATE WAY, WEST PALM BEACH, FL 33407-2066
(ADDRESS - Where work will be performed)

36.2%
** (Percent of Work)

** Percentage of work to be performed within the firm's Palm Beach County offices ONLY.

CONTACT PERSON & TITLE: ALAN WERTEPNY, P.E., PROJECT MANAGER

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

The undersigned is certified by Palm Beach County as (check one):

* MBE: _____ H _____ BL _____ WBE _____ O(Other) XX Non MBE Certified

* Attach copy of current applicable certification(s).

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

SURVEYING SERVICES AND ENGINEERING SERVICES (STORMWATER MASTER PLAN)

which is 36.2 % of the total work to be performed by the Sub-consultant on the named project.

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.

PROJECT: Lake Worth Road Corridor Redevelopment Study

PROJECT #: 2006907

MOCK, ROOS & ASSOCIATES, INC.
(NAME OF SUB-CONSULTANT FIRM)

BY:


(SIGNATURE OF REPRESENTATIVE)

8/18/06
(DATE)

ALAN D. WERTEPNY, P.E., PROJECT MANAGER
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)

LETTER OF INTENT TO PERFORM AS A MINORITY AND/OR SUB-CONSULTANT

TO: PALM BEACH COUNTY
(NAME OF PRIME CONSULTANT)

P.O. BOX 1989, WEST PALM BEACH, FL 33401
(ADDRESS)

CONTACT PERSON & TITLE: Charlie Rich

FROM: Urban Design Studio, LLC
(NAME OF SUB-CONSULTANT)

477 S. Rosemary Avenue, Suite 225, West Palm Beach, FL 33401
(ADDRESS - Where work will be performed)

9.9%
** (Percent of Work)

** Percentage of work to be performed within the firm's Palm Beach County offices ONLY.

CONTACT PERSON & TITLE: Ken Tuma, Principal

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

The undersigned is certified by Palm Beach County as (check one):

* MBE: ____ H ____ BL ____ WBE ____ O(Other) XX Non MBE Certified

* Attach copy of current applicable certification(s).


The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Planning -Land Use

which is 9.9 % of the total work to be performed by the Sub-consultant on the named project.

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.

PROJECT: LAKE WORTH RD. CORRIDOR REDEVELOPMENT STUDY
PROJECT #: 2006907

URBAN DESIGN STUDIO, LLC.
NAME OF MINORITY OR SUB-CONSULTANT FIRM)
BY:  8-30-2014
(SIGNATURE OF REPRESENTATIVE) (DATE)
KEN TUMA, PRINCIPAL
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)

LETTER OF INTENT TO PERFORM AS A MINORITY AND/OR SUB-CONSULTANT

TO: KESHAVARZ & ASSOCIATES, INC.
(NAME OF PRIME CONSULTANT)

711 NORTH DIXIE HIGHWAY, SUITE 201, WEST PALM BEACH, FLORIDA 33401
(ADDRESS)

CONTACT PERSON & TITLE: MAZIAR KESHAVARZ, P.E., PRESIDENT

FROM: ANNA S. COTTRELL & ASSOCIATES, INC.
(NAME OF SUB-CONSULTANT)

P.O. BOX 19058, WEST PALM BEACH, FL 33416
(ADDRESS - Where work will be performed)

2.4%
** (Percent of Work)

** Percentage of work to be performed within the firm's Palm Beach County offices ONLY.

CONTACT PERSON & TITLE: ANNA S. COTTRELL, AICP

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

The undersigned is certified by Palm Beach County as (check one):

* MBE: H BL XX WBE O(Other) Non MBE Certified

* Attach copy of current applicable certification(s).

The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

RESEARCH AND ANALYSIS FOR MASTER PLAN

which is 2.4 % of the total work to be performed by the Sub-consultant on the named project.

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.

PROJECT: Lake Worth Road Corridor Redevelopment Study

PROJECT #: 2006907

ANNA S. COTTRELL & ASSOCIATES, INC.
(NAME OF SUB-CONSULTANT FIRM)

BY: Anna S. Cottrell
(SIGNATURE OF REPRESENTATIVE)

8.21.06
(DATE)

ANNA S. COTTRELL, AICP
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)



December 9, 2003

Certification Date: 12/09/2003 - 12/09/2006

**Office of
Small Business Assistance**

50 S. Military Trail, Suite 209
West Palm Beach, FL 33415
(561) 616-6840
Fax: (561) 616-6850
www.pbcgov.com



**Palm Beach County
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Commissioners**

Karen T. Marcus, Chair
Tony Masilotti, Vice Chairman
Jeff Koons
Warren H. Newell
Mary McCarty
Burt Aaronson
Addie L. Greene

County Administrator

Robert Weisman

"An Equal Opportunity
Affirmative Action Employer"

printed on recycled paper

SERVICES: Planning, Urban (Community/Regional & Statewide)
Consultant (NEC)

Anna S. Cottrell & Associates, Inc.
319 Clematis Street
West Palm Beach, FL 33401

Attn: Anna S. Cottrell

The Palm Beach County Office of Small Business Assistance has completed its review of the documents you submitted for renewal of your firm's certification and is pleased to announce that your firm has been certified as a Small/Women Business Enterprise (S/WBE) for three (3) years.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified SBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840.

Your company's certification is subject to periodic review to verify your continued eligibility. You are required to notify us if at any time the minority status of your firm changes. Failure to report changes in the status of your firm may result in your firm being decertified.

Sincerely,

A handwritten signature in cursive script that reads "Vicki Hobbs".

Vicki Hobbs
Certification Technician

LETTER OF INTENT TO PERFORM AS A MINORITY AND/OR SUB-CONSULTANT

TO: KESHAVARZ & ASSOCIATES, INC.
(NAME OF PRIME CONSULTANT)

711 NORTH DIXIE HIGHWAY, SUITE 201, WEST PALM BEACH, FLORIDA 33401
(ADDRESS)

CONTACT PERSON & TITLE: MAZIAR KESHAVARZ, P.E., PRESIDENT

FROM: LAND RESEARCH MANAGEMENT, INC.
(NAME OF SUB-CONSULTANT)

2240 PALM BEACH LAKES BLVD., SUITE 103, WEST PALM BEACH, FL 33409
(ADDRESS - Where work will be performed)

3.2%
** (Percent of Work)

** Percentage of work to be performed within the firm's Palm Beach County offices ONLY.

CONTACT PERSON & TITLE: JAMES P. FLEISCHMANN, PLANNER

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

The undersigned is certified by Palm Beach County as (check one):

* MBE: H BL WBE O(Other) xx Non MBE Certified

* Attach copy of current applicable certification(s).

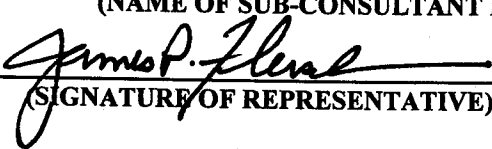
The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

 MARKET RESEARCH

which is 3.2 % of the total work to be performed by the Sub-consultant on the named project.

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.

PROJECT: Lake Worth Road Corridor Redevelopment Study PROJECT #: 2006907

LAND RESEARCH MANAGEMENT, INC.
(NAME OF SUB-CONSULTANT FIRM)
BY:  8/16/06
(SIGNATURE OF REPRESENTATIVE) (DATE)
JAMES P. FLEISCHMANN, PLANNER
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)

LETTER OF INTENT TO PERFORM AS A MINORITY AND/OR SUB-CONSULTANT

TO: PALM BEACH COUNTY
(NAME OF PRIME CONSULTANT)
P.O. BOX 1989, WEST PALM BEACH, FL 33401
(ADDRESS)

CONTACT PERSON & TITLE: Charlie Rich

FROM: Dunkleberger Engineering & Testing, Inc.
(NAME OF SUB-CONSULTANT)
1225 Omar Road, West Palm Beach, FL 33405
(ADDRESS - Where work will be performed)

10.9%
** (Percent of Work)

** Percentage of work to be performed within the firm's Palm Beach County offices ONLY.

CONTACT PERSON & TITLE: Kevin Aubry, P.E., Geotechnical Services Manager

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

The undersigned is certified by Palm Beach County as (check one):

* MBE: ____ H ____ BL ____ WBE ____ O(Other) X Non MBE Certified

* Attach copy of current applicable certification(s).

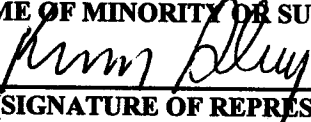
The undersigned is prepared to perform the following described work in connection with the above project (specify in detail particular work items or parts thereof to be performed):

Geotechnical services

which is 10.9 % of the total work to be performed by the Sub-consultant on the named project.

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.

PROJECT: LAKE WORTH RD. CORRIDOR REDEVELOPMENT STUDY
PROJECT #: 2006907

DUNKELBERGER ENGINEERING & TESTING, INC.
NAME OF MINORITY OR SUB-CONSULTANT FIRM)
BY:  8-17-06
(SIGNATURE OF REPRESENTATIVE) (DATE)
KEVIN E. AUBRY, P.E., GEOTECHNICAL SERVICES MGR.
(NAME & TITLE OF SIGNATURE REPRESENTATIVE)

ACORD <small>TM</small> CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/01/2006
PRODUCER (561)278-0448 FAX (561)278-2391 Weekes & Callaway, Inc. 777 East Atlantic Ave. Ste 300 Delray Beach, FL 33483 Rose McEwen, CIC:KS		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: Maryland Casualty Company		
INSURER B: Zenith Insurance Company		
INSURER C: Illinois Union Insurance Co.		
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.							
INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	PAS39690673	02/09/2006	02/09/2007	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
		<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PERSONAL & ADV INJURY	\$ 1,000,000
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 2,000,000
A		AUTOMOBILE LIABILITY	PAS39690673	02/09/2006	02/09/2007	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
		<input checked="" type="checkbox"/> HIRED AUTOS					
		<input checked="" type="checkbox"/> NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	\$
						AGG	\$
A		EXCESS/UMBRELLA LIABILITY	PAS39690673	02/09/2006	02/09/2007	EACH OCCURRENCE	\$ 1,000,000
		<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$ 1,000,000
		<input type="checkbox"/> DEDUCTIBLE					\$
		<input checked="" type="checkbox"/> RETENTION \$ 0					\$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Z064779004	07/01/2006	07/01/2007	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$ 500,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000
C		OTHER Professional Liability	EON G21641650 004	07/01/2006	07/01/2007	Limit of Liability	\$1,000,000
						Retention:	\$25,000
Retro Date: 1/7/92							

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: Lake Worth Road Corridor Redevelopment Study.

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents are additional insured for General Liability and Automobile Liability only for this project. Prior Acts Date: 1/7/2002

CERTIFICATE HOLDER	CANCELLATION
Palm Beach County Engineering and Public Works Board of County Commissioners P.O. Box 21229 West Palm Beach, FL 33416-1229	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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
	AUTHORIZED REPRESENTATIVE Rose McEwen, CIC/LAURIE <i>Rose McEwen</i>

ACORD 25 (2001/08)

©ACORD CORPORATION 1988

ATTACHMENT 3 - CERTIFICATE OF INSURANCE